



D1.2 Protection of Personal Data (POPD)

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1.0	09/09/2021	Patricia Castillo (EUT)	Format correction and edits. Final version for submission.

Executive Summary

Protection of Personal Data (POPD) is essential for ensuring adherence to ethical principles, and to the framework provided by the GDPR and by the European Commission's Horizon program.

While more details about the ethical guidelines set in relation to the involvement of users in the project are included in deliverable D1.3 "Ethical requirements for human participation in research", and further details about the way data are treated, stored and managed in the project can be found in deliverable D1.4 "Initial data management plan", this deliverable includes a description of the main aspects considered and measures adopted in the Möbius project with respect to the protection of personal data along the phases of data retrieval, processing, storing and deletion.

Different measures are discussed in relation to different sources of data considered in the project, including data scraping of publicly available interaction data from online platforms, surveys and interviews of voluntary participants run within the project.

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Terminology and Acronyms

<i>POPD</i>	<i>Protection of Personal Data</i>
<i>EC</i>	<i>European Commission</i>
<i>EU</i>	<i>European Union</i>
<i>FP</i>	<i>Framework Programme</i>
<i>DMP</i>	<i>Data Management Plan</i>
<i>PMB</i>	<i>Project Management Board</i>
<i>PMP</i>	<i>Project Management Plan</i>
<i>STAB</i>	<i>Scientific and Technical Advisory Board</i>
<i>WP</i>	<i>Work Package</i>
<i>GDPR</i>	<i>General Data Protection Regulation</i>
<i>A03</i>	<i>Archive of Our Own</i>

1. Introduction

The EU legislation, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016¹ on the protection of natural persons regarding the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), elaborates on the data protection provisions relating to processing personal data.

This document is complementary to the deliverable D1.4 “Initial data management plan” which provides a comprehensive vision over all data collected, treated, generated, stored and managed during the project. It is also complementary to D1.3 “Ethical requirements for human participation in research”, which provides details about the ethical guidelines set in relation to the involvement of users in the project, including the handling of their data.

As discussed in D1.4 and D1.3, MÖBIUS is a data-intensive project. It leverages on user’s data for both to developing its results, and for maximizing their impact through dissemination and communication actions. D1.4 presents a comprehensive list of data sets expected to be collected, processed, generated, and stored during the project. However, not all will contain personal data.

Therefore, this deliverable will elaborate on the specific procedures and procedures that are applicable only when any instance of personal or sensitive data is collected or treated in the project.

2. Personal Data in Möbius

Data susceptible of containing personal or sensitive information may be of the following nature:

2.1 Data scraping

The computational analysis of large prosumer communities will be based on data retrieved from three platforms: archiveofourown.org² (AO3), fandom.com³ (Fandom) and fanfiction.net⁴ (FanFiction).

All the data will be handled and stored in an ethical clearing process that complies with the principles stated in the GDPR, and with the Terms of service of the platforms (see Annex). No personal data such as user’s names, gender, location, will be retrieved or stored on the project’s servers. Only numeric user IDs and data about user interactions in the platforms, in the form of comments, bookmarks or other forms of explicit feedback on the content created by other users, will be collected and stored on the project’s servers. Only publicly accessible information will be collected, i.e. only information that is available on the platforms without the need for logging in with an account, or without the access being restricted.

¹ <http://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX:32016R0679>

² <https://archiveofourown.org/>

³ <https://www.fandom.com/>

⁴ <https://www.fanfiction.net/>

Any data, in which item values are considered to provide a high risk of identification or to permit sub-population attributions to be inferred, will be excluded.

In the case of personal data, accidentally collected in the data scraping process (e.g. in case of users that included personal details within comments publicly posted on a platform), we ensure that in any case such personal data will be treated in compliance with the GDPR.

The legal basis for collecting personal data via data scraping will be legitimate interest. We believe this data is necessary for better understanding the dynamics of co-creation in fan fiction communities and developing metrics and models to characterize prosumers' behaviour; this will allow us to develop a "prosumer intelligence toolkit" that will set the bases for developing the project and accomplishing its vision of an enriched publishing ecosystem in which the full potential of prosumers is unleashed. While other kinds of online communities have been largely studied in previous literature, there is a gap in the state of the art on fan fiction communities, and we believe that only a large-scale computational study based on available data from established communities, like the one we propose, can appropriately shed light on co-creation patterns in this emerging context, and allow us to enable new forms of cooperation between publishers and prosumers.

The personal data captured during data scraping shall not be shared with other project partners who don't require access to execute their project activities, nor with any third parties, shall be stored securely, and be deleted at the end of the project as detailed in Section 6.

2.2 Interviews and surveys

As discussed in D1.3, interviews and surveys will be performed in the project either at individual or group level; guidelines for the involvement of participants in the interviews are detailed in deliverable D1.3. During these interviews and surveys, personal data will be collected and processed. Participants will be informed about how their personal data will be processed during the interviews and surveys, and will have to provide their consent, which is the legal ground for processing their personal data..

Consortium partners will inform participants about the processing activities via an informed consent which includes all the required information in accordance with article 13 of the GDPR:

- the identity and the contact details of the controller and, where applicable, of the controller's representative;
- the contact details of the data protection officer, where applicable;
- the purposes of the processing for which the personal data are intended as well as the legal basis for the processing;
- the recipients or categories of recipients of the personal data, if any;
- where applicable, the fact that the controller intends to transfer personal data to a third country or international organisation and the existence or absence of an adequacy decision by the Commission, or in the case of transfers referred to in Article 46 or 47, or the second subparagraph of Article 49(1), reference to the appropriate or suitable safeguards and the means by which to obtain a copy of them or where they have been made available.

- the period for which the personal data will be stored, or if that is not possible, the criteria used to determine that period;
- the existence of the right to request from the controller access to and rectification or erasure of personal data or restriction of processing concerning the data subject or to object to processing as well as the right to data portability;
- where the processing is based on consent, the existence of the right to withdraw consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal;
- the right to lodge a complaint with a supervisory authority;
- the existence of automated decision-making, including profiling, referred to in Article 22(1) and (4) and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the data subject.
- Where the controller intends to further process the personal data for a purpose other than that for which the personal data were collected, the controller shall provide the data subject prior to that further processing with information on that other purpose and with any relevant further information as referred to in paragraph 2.

Informed consent templates are made available to the project's partners on the project's shared drive; besides the information requirements in article 13 of the GDPR (see above), the documents must also include an explanation about the purpose of the study, about the practicalities of the study and the interview, and confidentiality issues. Informed consent documents need to be signed on paper or via a digital signature (or verbally accepted if online and recorded) before any interview can officially start. Participants will be informed that they can stop the interview at any given moment.

Participating in the survey and accepting the privacy statement which will include all necessary information according to article 13 of the GDPR, as detailed above, will be considered as an indication of consent; participants will be informed explicitly of their right to stop the survey at any given moment and about their right to request all their personal data to be deleted.

2.3 Digital traces: online activity and identities

Partners IN2 and FMWC will be collecting data from online activity for different purposes.

IN2 will collect various sorts of data from the Möbius application and social media to improve the user experience and the final product⁵. User data, experimental data, user feedback, etc. will also be collected through an application created during the project implementation (WP4, WP5). The application will have a privacy notice that will explain to the user the data issues in accordance to GDPR (i.e. which data is collected, for what purpose, how long, etc).

FMWC, on the other hand, will be collecting personal information (e.g., name, contact details, employer, location) information from leads online and offline events, and newsletter subscribers. They may as well collect user information (e.g., username, digital traces) of social

⁵ More information on this data is available in D1.4. "Initial Data Management Plan".

media ‘followers and audiences’, and users navigating through the project website. As dissemination managers and host of the website (www.mobius-project.eu), FMWC has set up a privacy notice for the contact form and newsletter subscription to the website (see <https://mobius-project.eu/privacy-policy/>).

The tracking application and cookie policy is set starting September 1st, 2021 (see Cookie notice in the Annex). Therefore, as of August 31st, 2021, no digital traces have been collected from website visitors.

2.4 Other: project operations

EUT as project coordinator will collect and share -following appropriate safety measures- with the project consortium contact information from project researchers, members of external advisory board, other stakeholders (e.g., sibling projects, project officer, etc.). This information is necessary for the project to operate smoothly and reach its activities.

3. Purpose limitation and data minimization

Personal data will only be collected and used by members of the Möbius consortium when this is required for the performance of their research activities and communication purposes. These purposes are specific and limited, as shown in Table 1. Data minimization is linked to the purpose limitation; it refers to the commitment of Möbius partners to collect as little data as possible (minimum and necessary) to allow for the purposes described. In these lines:

- A. **Name, and/or contact information:** will only be collected when these are necessary for reaching back to the data provider/donor according to the agreed purposes, e.g., communication, following up participatory activities, stakeholder engagement, etc.
- B. **ID, and/or VAT information, address:** will only be collected in those instances in which the data provider/donor will receive remuneration or an in-kind compensation for their services to the project, e.g., voice artists taking part in the productions, winning candidate of the open call, etc
- C. **Employer and/or professional sector:** will only be collected when this information is necessary to guarantee compliance to the inclusion criteria in participatory activities for professional users, as well as for gathering specific professional insights regarding the Möbius results.
- D. **Gender, age, nationality, and/or place of residence:** will only be collected when these data may be useful for providing additional analysis related, for instance, to gender dimension in research, inclusivity, geographical coverage, generational gaze, etc.
- E. **Digital traces, online identities and activity in social media and website:** will only be collected when these are necessary for (i) Möbius results to provide improved user experience, and (ii) estimating impact of the project’s communication and dissemination actions.
- F. **User interactions from established fan fiction communities:** will only be collected when these are necessary for the development of metrics and models to characterize prosumer behavior and enable new forms of cooperation between publishers and

prosumers; as discussed above, only numeric IDs will be associated to users, and no personal data such as user's names, gender, location, will be retrieved.

- G. Personal image and/or voice recordings:** these will only be collected if necessary, for (i) the experimental productions, in which artists will create or be portrayed in new audiovisual contents; (ii) registering of individual and group interviews; and (iii) recording of public dissemination events for further communication purposes (e.g., press releases, social media posts).

Table 1 further on contains an excerpt of the data items listed in D1.4 Initial Data Management Plan, showing the data sets that may contain personal information.

4. Data subject rights

Consortium partners will ensure that participants are informed about their rights relating to their personal data, either via the informed consent or via a privacy statement.

Consortium partner responsible for processing activities will ensure that they have implemented procedures that enable data subjects to exercise their data subject rights. In case consortium partners act as joint controllers, these partners will make arrangements to ensure that data subject rights are handled with due care in accordance with the GDPR. They will also make sure that data subjects are informed about the entity responsible for handling the requests.

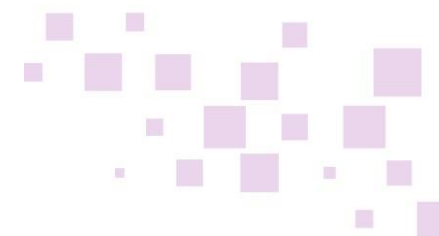
Participants have the right to

- Ask information about what personal data is being processed,
- request access to their personal data
- correct their personal data
- request their personal data to be deleted

Participants will be informed about how they can exercise their data subject rights in the informed consent.

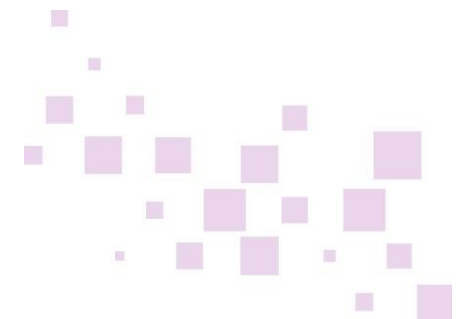
When participants have a complaint, they have the right to lodge a complaint at the competent supervisory authority.

Data Description	WP	Partner	Type of personal data	Purpose limitation
Project Management Data: contact information, contractual documents, reporting, etc.	WP1	EUT	Name, e-mail, contact details of project partners and researchers, external advisory boards, other stakeholders (e.g., sibling projects, project officer, etc.)	Communication and operational coordination in project activities.
Publishers' contact information	WP2	FEP	Name, e-mail, employer, contact details of publishers	Invitations to participate in project activities.
Interviews to consortium partners and European publishing agencies	WP2	IMEC	Name, gender, age, profession, employer, nationality, e-mail, contact details, audiovisual recordings, of interviewees, and participants.	Traceability of activities; disaggregated demographic data for identifying gender and inclusivity aspects. Possible recalling for follow-up interviews or clarifications.
Development of prosumer orientated business models: interviews, focus groups or experiments.	WP3	IMEC		
Pilot testing: living labs experiments	WP4	IMEC / ENOLL		
Surveys to costumers about the Möbius project impacts	WP4	MVB		
Surveys to stakeholders about the Möbius project impacts	WP2	DEN		
Collection of data from newsletters, interviews, contact information, events, social media, blogs.	WP6	FMWC	Name, contact details, professional sector, and browsing activities (cookies) of users accessing Möbius communications channels	Measuring communication impacts. Dissemination of activities to target audiences.
Initial data from social media (twitter, open Facebook groups)	WP3, WP4, WP5	IN2	Username	Use in the Mobius application
Pilot issues/tickets/feedback received from users	WP3, WP4, WP5	IN2	Contact details, text message received.	Improvement of the pilot application. Only when explicitly requested and approved by user, the data could be used for communication purposes (e.g. to showcase positive feedback received)



Data Description	WP	Partner	Type of personal data	Purpose limitation
Usage and application data collected from the Mobius Book Creator Toolkit and Mobius Player	WP3, WP4, WP5	IN2	Username, location, IP addresses	Allow users to receive recommendations, and get aggregated anonymised information about the readers of their Mobius Books.
User preferences data	WP3, WP4, WP5	IN2	Username, contact email, preferences, profile photo.	Allow users to create profiles, receive recommendations,
Experimental audio book productions: voice recordings, effects tracks and soundtracks will be produced.	WP4	EUT	Name, e-mail, ID and VAT information, address, voice, and contact details of artists and collaborators taking part in the production.	Organisation of productions activities, invoicing, etc.
Experimental Mobius Book productions: images and video recordings, annotations produced to enhance traditional eBooks	WP4	IN2	Name, e-mail, ID and VAT information, address, personal image, voice, and contact details of creatives and collaborators taking part in the production.	Organisation of productions activities, invoicing, etc.
Fantasy open call data: participants information, short story texts	WP4	BOOKABOOK	Name, e-mail, gender, age, nationality, place of residence, contact details of candidates.	Communication of results and follow up of the open call for manuscripts. Disaggregated demographic data for identifying gender and inclusivity aspects.
Events data: contact details, events video, etc.	WP5	FEP	Name, e-mail, gender, personal image (photos/video) contact details of visitors.	Contact information. Communication material (images for press releases or social media posts).
Surveys to visitors and users in Möbius art installation	WP5	KKW	Gender, age, nationality, place of residence of visitors. Contact details are optional	Communication of results and follow up of the open call for manuscripts. Disaggregated demographic data for identifying gender and inclusivity aspects.

Table 1. Type of personal data collected and purpose limitation per data categories collected by partners.



5. Data Protection Officers contacts

Each organization in the Möbius consortium is ultimately responsible of the personal data collected and managed directly by them, according to their own policies and procedures in compliance with GDPR and other EU and national legislations. Therefore, users may exercise their rights by directly contacting the data officer named in the respective privacy notice or informed consent note. These contact persons/offices are listed below. In any case, please use **MOBIUS-DATA** in header of message:

Partner organization	Data Protection Officer /office	Contact
Eurecat	Legal Department	dpo@eurecat.org
IMEC	Klaas Ghesquiere (DPO) Aagje Weyler (legal counsel privacy officer)	klaas.Ghesquiere@imec.be aagje.weyler@imec.be
DEN	Data protection office	dpo@den-institute.org
IN2	Legal department	dpo@in-two.com
MVB	Legal Department	rechtsabteilung@boev.de
BOOKABOOK	Data protection office	Privacy@bookabook.it
ENOLL	Data protection Officer	Leidyenriquez@enoll.org
FMWC	Legal Department	lopd@mobileworldcapital.com
FEP	Anne Bergman-Tahon	abergman@fep-fee.eu Cc gquerini@fep-fee.eu
KKW	KKW admin	info@kunstkraftwerk-leipzig.com
KU LEUVEN	Data protection Officer	toon.boon@kuleuven.be

Table 2. Data officers and contacts of each partner organisation

6. Security measures for storage and handling of data

Details on the security measures for storing and handling data are included in D1.3.

In general, each project partner within its competences and available infrastructure and following their normal GDPR compliant practice of their organization, will ensure secure storage, delivery, and access of personal information they collect, as well as managing the rights of the users.

Whenever the personal data is to be shared between partners in a need-to-know basis, this will be done through the MÖBIUS MS TEAMS/Sharepoint repository. This repository is hosted in EUT's secure servers, only visible to the researchers and project staff that have received access permission by the coordination team.

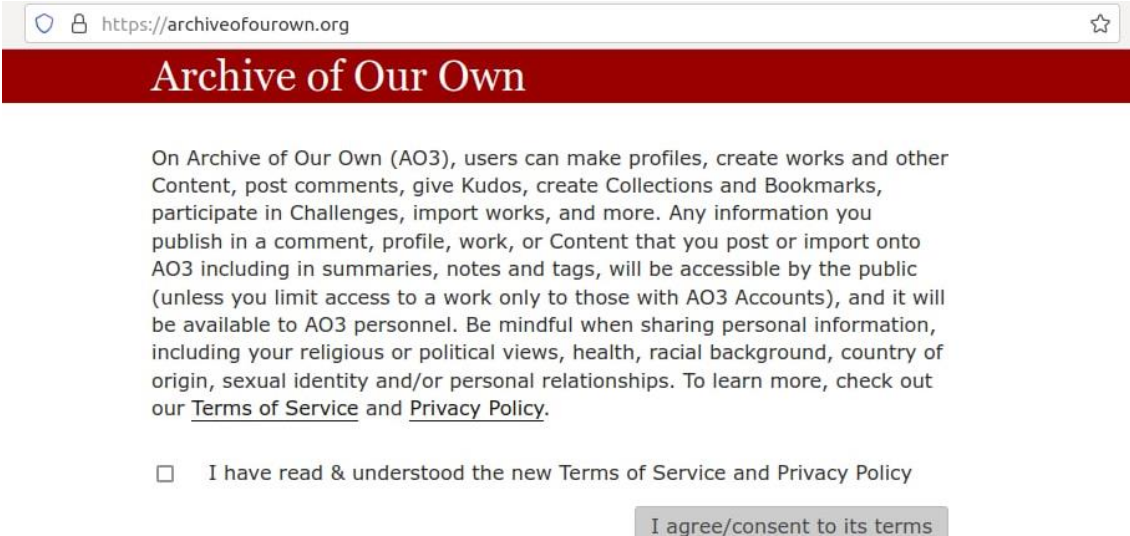
The MS TEAMS repository allows different privacy settings for folders and files, thus facilitating limiting visibility and access of specific items to authorized researchers. It also allows for different types of authorizations, including *read-only* access that prevents alteration/disclosure of private data, if a specific permission is not granted by the data holder.

Möbius has a duration of 36 months, running from March 1st, 2021 until February 28th, 2024. All personal data collected will be deleted after the end of the project, once the final demonstrations and the review meeting are completed -expectedly in April 2024. In any case, personal data will not be retained beyond June 2024, contracted researchers will destroy all data containing private data as soon as the study/research task will be completed, and only anonymous or non-identifiable data will be retained after the completion of the final report.

7. Annexes:

7.1 Terms of service and Privacy policy from open communities

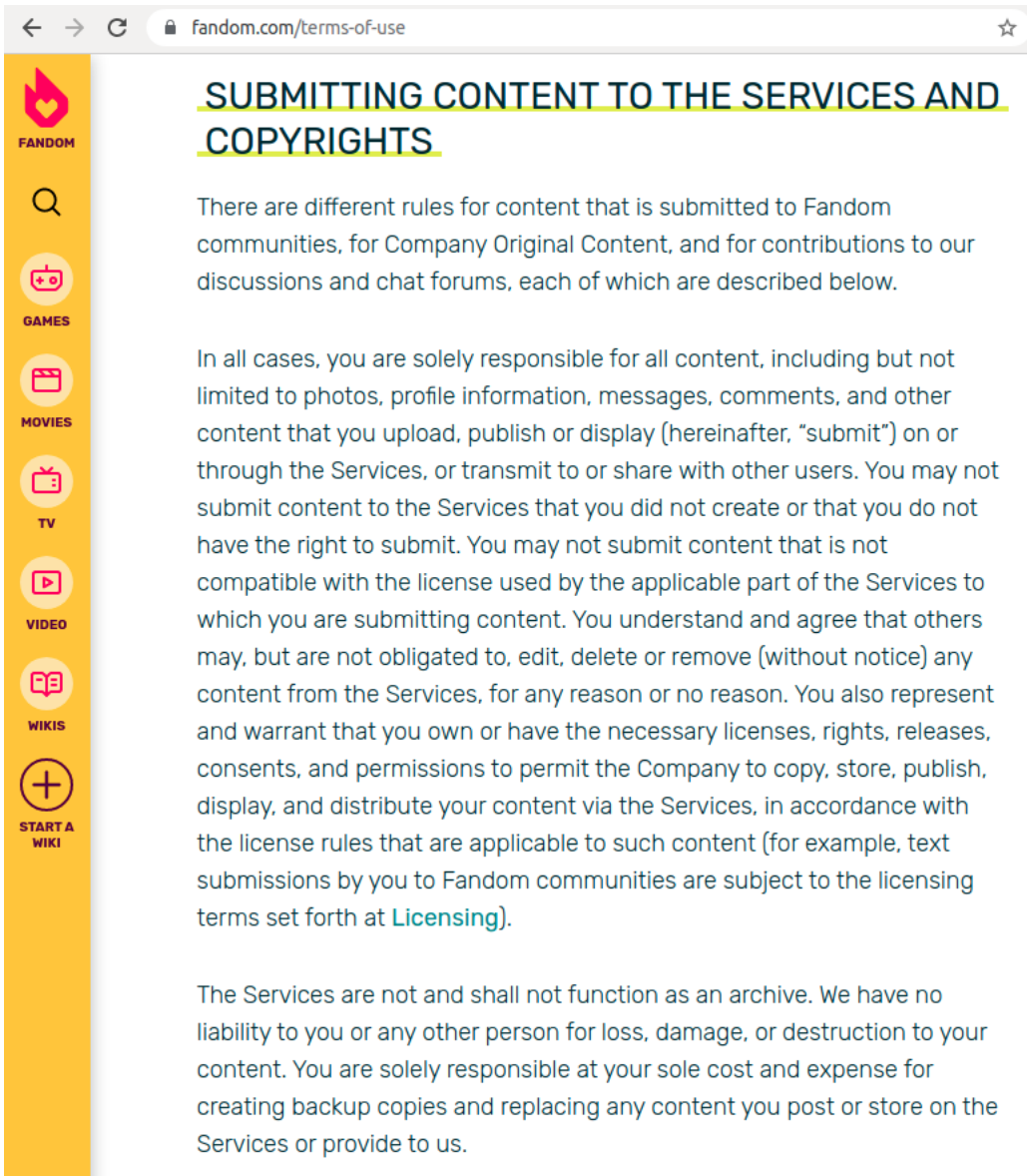
7.1.1 Archives of Our Own (AO3)



The screenshot shows a web browser window with the URL <https://archiveofourown.org>. The page title is "Archive of Our Own". The main text describes the platform's features and privacy policy, stating that users can create profiles, post content, and participate in challenges. It also mentions that information published on the platform is accessible to the public unless limited to those with AO3 accounts. Below the text, there is a checkbox labeled "I have read & understood the new Terms of Service and Privacy Policy" and a button labeled "I agree/consent to its terms".

Figure 1 Terms of service and Privacy policy from the “Archive of Our Own” platform in relation to content and personal data. See: <https://archiveofourown.org/tos>

7.1.2 Fandom.com



The screenshot shows a web browser window with the address bar displaying "fandom.com/terms-of-use". The page features a yellow sidebar on the left with icons for FANDOM, GAMES, MOVIES, TV, VIDEO, WIKIS, and START A WIKI. The main content area has a heading "SUBMITTING CONTENT TO THE SERVICES AND COPYRIGHTS" underlined in yellow. Below the heading, there are three paragraphs of text. The first paragraph states that there are different rules for content submitted to Fandom communities, for Company Original Content, and for contributions to discussions and chat forums. The second paragraph explains that users are solely responsible for all content they submit, including photos, profile information, messages, and comments, and that they must have the right to submit and that the content must be compatible with the applicable license. The third paragraph states that the Services are not an archive and that users are responsible for creating backup copies and replacing content.

SUBMITTING CONTENT TO THE SERVICES AND COPYRIGHTS

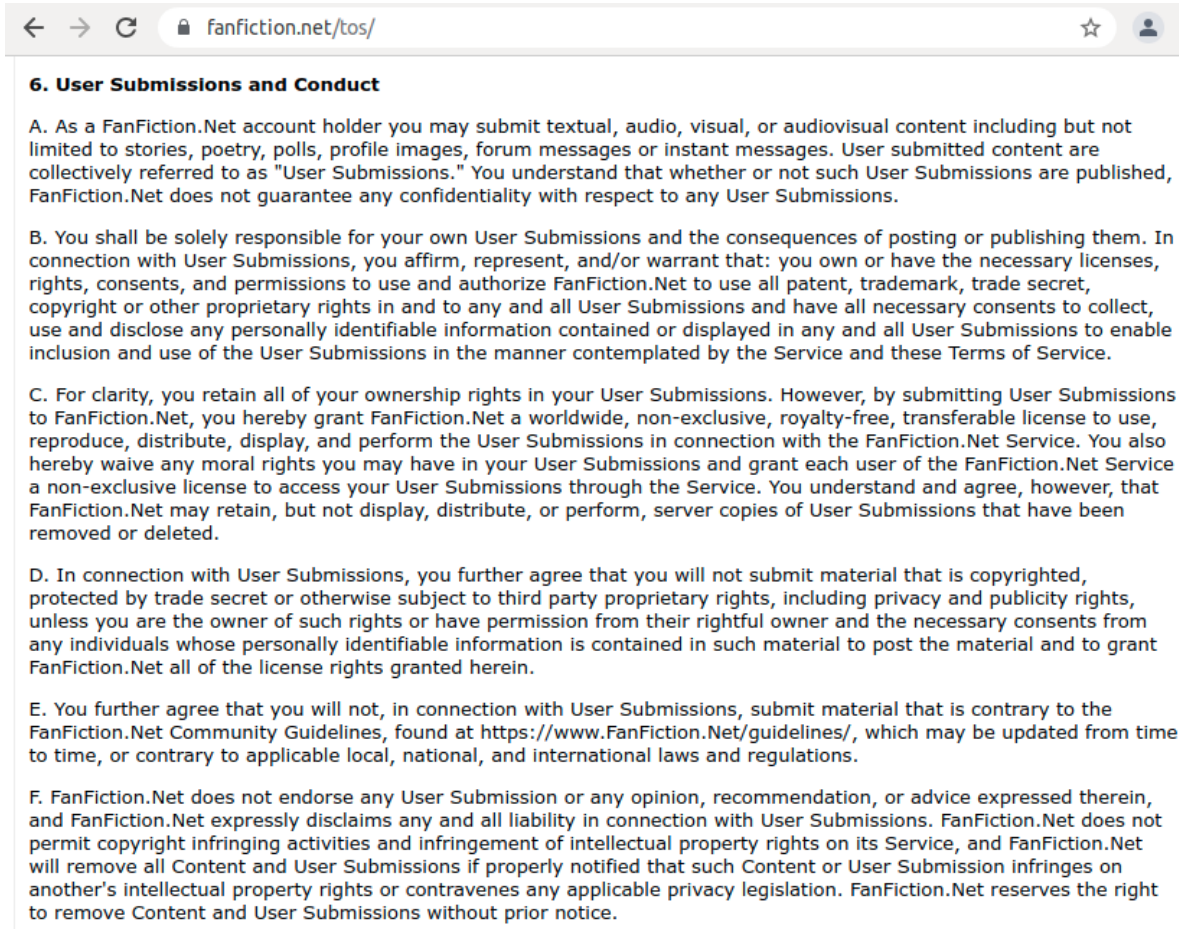
There are different rules for content that is submitted to Fandom communities, for Company Original Content, and for contributions to our discussions and chat forums, each of which are described below.

In all cases, you are solely responsible for all content, including but not limited to photos, profile information, messages, comments, and other content that you upload, publish or display (hereinafter, "submit") on or through the Services, or transmit to or share with other users. You may not submit content to the Services that you did not create or that you do not have the right to submit. You may not submit content that is not compatible with the license used by the applicable part of the Services to which you are submitting content. You understand and agree that others may, but are not obligated to, edit, delete or remove (without notice) any content from the Services, for any reason or no reason. You also represent and warrant that you own or have the necessary licenses, rights, releases, consents, and permissions to permit the Company to copy, store, publish, display, and distribute your content via the Services, in accordance with the license rules that are applicable to such content (for example, text submissions by you to Fandom communities are subject to the licensing terms set forth at [Licensing](#)).

The Services are not and shall not function as an archive. We have no liability to you or any other person for loss, damage, or destruction to your content. You are solely responsible at your sole cost and expense for creating backup copies and replacing any content you post or store on the Services or provide to us.

Figure 2 Terms of service from the Fandom.com platform in relation to submission of content and personal data.
See: <https://www.fandom.com/terms-of-use>

7.1.3 Fanfiction.net



The screenshot shows a web browser window with the address bar displaying "fanfiction.net/tos/". The page content is titled "6. User Submissions and Conduct" and contains six paragraphs (A-F) detailing the terms for user submissions. Paragraph A states that users may submit content but no confidentiality is guaranteed. Paragraph B requires users to be responsible for their submissions and grant necessary licenses. Paragraph C explains that users retain ownership but grant a non-exclusive license to FanFiction.Net. Paragraph D prohibits submitting copyrighted or trademarked material. Paragraph E requires submissions to comply with community guidelines and local laws. Paragraph F disclaims liability for user submissions and reserves the right to remove content.

← → ↻ 🔒 fanfiction.net/tos/ ☆ 👤

6. User Submissions and Conduct

A. As a FanFiction.Net account holder you may submit textual, audio, visual, or audiovisual content including but not limited to stories, poetry, polls, profile images, forum messages or instant messages. User submitted content are collectively referred to as "User Submissions." You understand that whether or not such User Submissions are published, FanFiction.Net does not guarantee any confidentiality with respect to any User Submissions.

B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize FanFiction.Net to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions and have all necessary consents to collect, use and disclose any personally identifiable information contained or displayed in any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Service and these Terms of Service.

C. For clarity, you retain all of your ownership rights in your User Submissions. However, by submitting User Submissions to FanFiction.Net, you hereby grant FanFiction.Net a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, display, and perform the User Submissions in connection with the FanFiction.Net Service. You also hereby waive any moral rights you may have in your User Submissions and grant each user of the FanFiction.Net Service a non-exclusive license to access your User Submissions through the Service. You understand and agree, however, that FanFiction.Net may retain, but not display, distribute, or perform, server copies of User Submissions that have been removed or deleted.

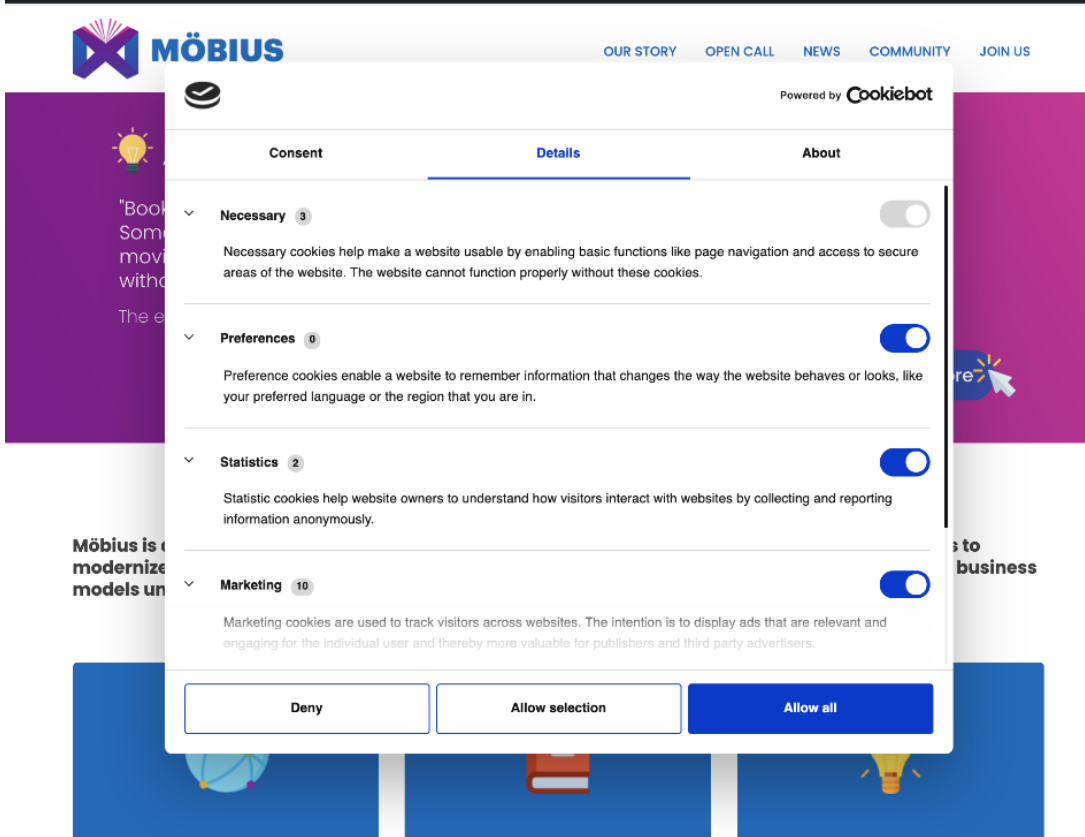
D. In connection with User Submissions, you further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner and the necessary consents from any individuals whose personally identifiable information is contained in such material to post the material and to grant FanFiction.Net all of the license rights granted herein.

E. You further agree that you will not, in connection with User Submissions, submit material that is contrary to the FanFiction.Net Community Guidelines, found at <https://www.FanFiction.Net/guidelines/>, which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations.

F. FanFiction.Net does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and FanFiction.Net expressly disclaims any and all liability in connection with User Submissions. FanFiction.Net does not permit copyright infringing activities and infringement of intellectual property rights on its Service, and FanFiction.Net will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights or contravenes any applicable privacy legislation. FanFiction.Net reserves the right to remove Content and User Submissions without prior notice.

Figure 3 Terms of service from the Fanfiction.com platform in relation to submission of content and personal data. <https://www.fanfiction.net/tos/>

7.2 Cookie notice in www.mobius-project.eu



The screenshot displays the Möbius website with a Cookiebot cookie consent pop-up overlaid. The website header includes the Möbius logo and navigation links: OUR STORY, OPEN CALL, NEWS, COMMUNITY, and JOIN US. The pop-up is titled "Powered by Cookiebot" and has three tabs: Consent, Details (selected), and About. The Consent tab shows four categories of cookies with their respective counts and toggle switches:

- Necessary** (3): Necessary cookies help make a website usable by enabling basic functions like page navigation and access to secure areas of the website. The website cannot function properly without these cookies. (Toggle: Off)
- Preferences** (0): Preference cookies enable a website to remember information that changes the way the website behaves or looks, like your preferred language or the region that you are in. (Toggle: On)
- Statistics** (2): Statistic cookies help website owners to understand how visitors interact with websites by collecting and reporting information anonymously. (Toggle: On)
- Marketing** (10): Marketing cookies are used to track visitors across websites. The intention is to display ads that are relevant and engaging for the individual user and thereby more valuable for publishers and third party advertisers. (Toggle: On)

At the bottom of the pop-up, there are three buttons: Deny, Allow selection, and Allow all.