

## **EUROCONTROL PERSONAL DATA PROTECTION REGULATORY FRAMEWORK**

*EUROCONTROL is an autonomous international organisation, established and governed by the rules of public international law, with its own legal framework on personal data.*

*The processing of personal data by EUROCONTROL is subject to the EUROCONTROL Regulation on Personal Data Protection and its Implementing Rules (hereinafter the EUROCONTROL Framework) approved by its Member States. These ensure the respect for the principles relating to the protection of personal data, notably the right to privacy, principles of protection of individuals and the principle of transparency, thus guaranteeing an adequate level of safeguards.*

*The EUROCONTROL Framework embodies principles that are more or less identical as those of other national and international data protection systems: the **legality, purpose limitation, proportionality, accuracy, fairness, transparency, security and limitation of transmission of the personal data.***

*EUROCONTROL has a data protection officer and a network of data protection coordinators in order to ensure that data protection requirements are implemented across the Organisation.*

*The processing of personal data carried out on behalf of EUROCONTROL by an external processor must be governed by a written contract which must contain the main elements required by the EUROCONTROL Framework. These are included in the enclosed Data Processing Agreement whereby the Contractor shall be acting as a data processor and EUROCONTROL as a data controller.*

*EUROCONTROL, as many other public intergovernmental organisations, enjoys immunities and privileges with regard to the application of national law, and it is therefore not bound by any other national and international law on personal data protection. This includes the EU Regulation on General Data Protection (GDPR), where international organisations are treated like third countries, which are also not bound by the Regulation. This is so because other than regarding its own Member States, the EU does not have competence to legislate over bodies of public international law such as third countries and international organisations.*

**IMPORTANT NOTICE**

*This Annex shall apply in case the selected Contractor is established in and subject to the laws of a European Economic Area (EEA) state and will be processing the data exclusively in the territory of the EEA countries.*

# PERSONAL DATA PROCESSING

## CONTROLLER TO PROCESSOR TRANSFERS

### Article 0 – Definitions

For the purpose of this Annex the PROCESSOR shall mean the Contractor as defined in the Terms and Conditions.

### Article 1 – Responsibility and governance

- 1.1 The Parties agree that all personal data processing, understood as defined in the EUROCONTROL Regulation on Personal Data Protection enclosed in the Annex (hereafter, "**the Regulation**") and any other documents agreed between the Parties, takes place under the sole responsibility and control of EUROCONTROL.
- 1.2 All processing of personal data shall be done in conformity with the Regulation and any applicable national data protection laws.
- 1.3 The PROCESSOR shall not process personal data except for the purposes determined and communicated by EUROCONTROL. The PROCESSOR acknowledges the right of EUROCONTROL to issue binding instructions with regard to the processing.
- 1.4 The PROCESSOR shall not transfer personal data processed on behalf of EUROCONTROL to a third party without EUROCONTROL's prior consent.

### Article 2 – Security and confidentiality

- 2.1 The PROCESSOR warrants and undertakes to develop and implement all appropriate technical and organisational measures required to protect the personal data processed for and on behalf of EUROCONTROL against accidental or unauthorised destruction or loss, as well as against non-authorised access, alteration or transmission, thus ensuring the security and confidentiality of that data. Such measures shall be in proportion to the assessed risk level and shall be kept up to date and in conformity with industry best practice.
- 2.2 The PROCESSOR shall ensure that its staff and its subcontractors involved in the processing have been properly informed of the technical and organisational measures mentioned in the previous paragraph.
- 2.3 EUROCONTROL shall have the right to perform, or instruct an independent third party to perform, an audit at the PROCESSOR's premises to verify the PROCESSOR's compliance with this Agreement.

### Article 3 – Liability and termination

- 3.1 Any breach by the PROCESSOR of its obligations under Articles 1 and 2 shall be considered a material breach of the Contract between the Parties for which the PROCESSOR shall be held liable.
- 3.2 The Parties agree that on the termination of the provision of data processing services, the PROCESSOR and its subprocessor(s) shall, at the choice of EUROCONTROL, return all the personal data transferred and the copies thereof to EUROCONTROL or shall destroy all the personal data and certify to EUROCONTROL that they have done so. If and when the PROCESSOR and its subprocessor(s) are bound by an obligation in applicable national mandatory law which prevents them from returning or destroying all or part of the personal data transferred, EUROCONTROL may agree that the PROCESSOR and its subprocessor(s) guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.