



I.	Model contractual provision on data protection contained in procurement contract
II.	Model contractual provision on data protection contained in Framework Partnership Agreement
III.	Model contractual provision on data protection contained in grant agreement

I. PROCUREMENT CONTRACT

ARTICLE I.9 – DATA PROTECTION

Any personal data included in or relating to the Contract, including its execution, shall be processed pursuant to Regulation (EC) No 45/2001¹ on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the entity acting as data controller within the Agency without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with Union law. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to the entity acting as data controller within the Agency. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

Where the Contract requires the processing of personal data, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his rights.

The data shall be confidential within the meaning of Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. The contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

The Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:

 - a. unauthorised reading, copying, alteration or removal of storage media;**

¹ Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 (OJEU L 8 of 12.1.2001, p.1.).

- b. *unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;*
- c. *unauthorised persons from using data-processing systems by means of data transmission facilities;*
- b) *ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;*
- c) *record which personal data have been communicated, when and to whom;*
- d) *ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;*
- e) *ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;*
- f) *design its organisational structure in such a way that it meets data protection requirements.*

II. FRAMEWORK PARTNERSHIP AGREEMENT

ARTICLE I.8 – DATA PROTECTION

- 1.8.1 Any personal data included in the framework agreement and specific agreements, or related to these agreements and their implementation, shall be processed pursuant to Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the framework agreement and specific agreements by the Agency, without prejudice to possible transmission to the bodies charged with monitoring or inspection tasks in application of Union law. The Agency may use the personal data of the partners (i.e. name, functions and contact details) for information and communication purposes.*
- 1.8.2 Any partner of the consortium shall have the right of access to his personal data and to rectify any such data that is inaccurate or incomplete. Should a partner have any queries concerning the processing of his personal data, he shall address them to the Agency.*
- 1.8.3 Any partner of the consortium shall have the right of recourse to the European Data Protection Supervisor at any time.*
- 1.8.4 Where the framework agreement or specific agreements require the processing of personal data by the partners, they may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his rights.*
- 1.8.5 The partners shall limit access to the data to the staff strictly necessary for the implementation, management and monitoring of the framework agreement.*
- 1.8.6 The partners undertake to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:*
- a) *prevent any unauthorised person from having access to computer systems processing personal data, and especially:*
 - *unauthorised reading, copying, alteration or removal of storage media;*

- *unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;*
- *unauthorised persons from using data-processing systems by means of data transmission facilities;*
- b) *ensure that authorised users of a data-processing system can access only the personal data to which their access rights refer;*
- c) *record which personal data have been communicated, when and to whom;*
- d) *ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the Agency;*
- e) *ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;*
- f) *design its organisational structure in such a way that it meets data protection requirements.*

III. GRANT AGREEMENT

ARTICLE I.9 – DATA PROTECTION

Any personal data included in the agreement shall be processed pursuant to Regulation (EC) No 45/2001¹ of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the agreement by the entity acting as data controller within the Agency, without prejudice to possible transmission to the bodies charged with monitoring or inspection task in application of Union law. The beneficiary shall have the right of access to his/her personal data and the right to rectify any such data. Should the beneficiary have any queries concerning the processing of his/her personal data, he/she shall address them to entity acting as data controller within the Agency. The beneficiary shall have the right of recourse at any time to the European Data Protection Supervisor.

Where the agreement requires the processing of personal data by the beneficiary, the beneficiary may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

The beneficiary shall limit access to the data to the staff strictly necessary for the implementation, management and monitoring of the agreement.

The beneficiary undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- a) *prevent any unauthorised person from having access to computer systems processing personal data, and especially:*
 - i) *unauthorised reading, copying, alteration or removal of storage media;*
 - ii) *unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;*

¹ Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 (OJEU L 8 of 12.1.2001, p.1.).

- iii) unauthorised persons from using data-processing systems by means of data transmission facilities;*
- b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;*
- c) record which personal data have been communicated, when and to whom;*
- d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;*
- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;*
- f) design its organisational structure in such a way that it meets data protection requirements.*