



SCOPE
EUROPE

Assessment Procedure

SCOPE Europe Monitoring Body

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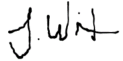
Changelog

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1 Composition, appointment, and dismissal of the members of the Assessment Body

- (1) Members of the *Assessment Body* shall be appointed for a period of 2 (two) years; consecutive appointments are possible.
- (2) The members shall provide necessary expertise to assess compliance of *Monitored Companies* or *Monitored Services* with the applicable *Code*.
- (3) Members of the *Assessment Body* may only be dismissed for good cause. It shall be deemed as good cause if the *Monitoring Body* becomes aware of any substantive facts by which any further membership in the *Assessment Body* becomes unreasonable, considering all aspects on a case-by-case basis, especially if such facts may risk the impression as independent and trusted *Monitoring Body*. This applies particularly if the respective member of the *Assessment Body* disobeyed any transparency obligations, such member has been subject to, especially regarding unfolding any conflicts of interest.
- (4) Members may become both externals or employees of the *Monitoring Body*. Where the *Monitoring Body* uses its own employees to perform the *Assessment Bodies* duties, such employees shall be assigned and re-assigned in accordance with the provisions above.

2 Required level of expertise of the Assessment Body

- (1) The *Assessment Body* – in its entirety – shall provide the required level of expertise to perform assessments related to a *Code*. It shall not be required that each individual member of the *Assessment Body* cumulates all required expertise; the members of the *Assessment Body* shall be appointed accordingly.
- (2) The members of the *Assessment Body* shall prove their expertise by means of suitable certificates or having relevant experience, both may be for instance professional experience, lecturing and publishing activities, specialist trainings or degrees.

3 Type of assessments

- (1) Procedures of assessments may deviate depending on the type of assessment being performed.
- (2) Different types of assessment are e.g. initial, recurrent or ad-hoc assessments.

3.1 Initial Assessments

Initial Assessments are any first assessment of a *Monitored Company* or *Monitored Service* that is performed by the *Assessment Body*.

3.2 Recurring Assessments

- (1) Recurring Assessments verify the compliance with the requirements of a *Code* by a *Monitored Company* or *Monitored*

Services and shall be performed on regular basis.

- (2) What is considered regular shall be subject to the provisions of the applicable Code. However, *Monitored Companies* or *Monitored Services* shall be subject to a Recurring Assessment at least once a year.

3.3 Ad-hoc Assessments

- (1) If there is any indication of any incompliance of a *Monitored Company* or *Monitored Service* with the provisions of a Code, respective *Monitored Company* or *Monitored Service* shall be subject to an Ad-hoc Assessment.
- (2) Where Recurring Assessments rely on appropriate samples, see 4.2 (2), notwithstanding the provisions of a Code Ad-hoc Assessments shall be performed to the *Monitored Company* or *Monitored Service* that was subject to the respective sample if the sample unfolded indicators of (systematic) incompliance. Such Ad-Hoc Assessments shall also be performed to any other *Monitored Companies* or *Monitored Services*, provided that the unfolded indications that those *Monitored Companies* or *Monitored Services* may not be in compliance as well.

4 Scope of assessments

- (1) The scope of any assessment shall be subject to the provisions of the applicable Code.

- (2) Depending on the provisions of a Code, the scope may differ. At all times, the scope of assessments in its entirety must not undermine the impression of a trusted and independent monitoring.

4.1 Scope of Initial Assessments

- (1) Initial Assessments shall be performed especially if the provisions of the Code incorporate obligations that cannot easily be verified publicly; whereas publicly also includes Customers or any other party that is (contractually) related to *Monitored Companies* or *Monitored Services*.
- (2) Where applicable, Initial Assessments shall verify compliance with the provisions of a Code.
- (3) Initial Assessments shall at least cover appropriate samples.

4.2 Scope of Recurring Assessments

- (1) Recurring Assessments shall regularly verify compliance of *Monitored Companies* or *Monitored Services*.
- (2) Recurring Assessments shall at least cover appropriate samples.
- (3) Samples shall alternate to assess all provisions of all *Monitored Companies* or *Monitored Services* within an appropriate timeframe; alternatively, Recurring Assessments may randomly alternate provided that each *Monitored Company* or *Monitored Service* regarding each of the provisions of a Code may be subject to a

Recurring Assessment within an appropriate timeframe.

4.3 Scope of Ad-hoc Assessments

- (1) The scope of any Ad-hoc Assessment shall be determined by the indicators that have triggered the Ad-hoc Assessment, unless otherwise provided by the *Code*.
- (2) Where indicators create substantial doubts that are not only related to the compliance with a dedicated provision of a *Code* by a *Monitored Company* or *Monitored Service*, Ad-hoc Assessments shall be extended by any appropriate samples that were not affected by the indicators and – where the Assessment Body deems it appropriate – extended to an assessment covering all of all provisions of a *Code*.

5 Actions in case of doubts of compliance or unfolded non-compliance

- (1) If the *Assessment Body* cannot verify compliance of *Monitored Companies* or *Monitored Services* beyond any reasonable doubts or if the *Assessment Body* unfolded non-compliance, the *Assessment Body* shall take appropriate actions.
- (2) Appropriate actions may differ depending on the type of assessment.
- (3) Appropriate actions may be defined by the *Code*.

5.1 Initial Assessments

- (1) If the *Assessment Body* cannot verify compliance of a *Monitored Company* or *Monitored Service*, according to the procedure of a *Code* regarding the scope of an initial assessment, the *Assessment Body* shall not verify such *Monitored Company* or *Monitored Service*.
- (2) If the *Assessment Body* refused such verification, this shall not be considered as “appropriate action in cases of infringement” pursuant to Art. 41.4 GDPR.

5.2 Recurring Assessments

- (1) If the *Assessment Body* cannot verify compliance of a *Monitored Company* or *Monitored Service* according to the procedure of a *Code* regarding the scope of a Recurring Assessment beyond any reasonable doubt, the *Assessment Body* shall take appropriate actions.
- (2) Appropriate actions may be:
 - requesting further information and evidence to resolve existing doubts;
 - where the assessment was based on samples, extending the assessment to further – or where reasonable even all – provisions of the *Code*;
 - if no other action resolved the concerns of the *Assessment Body*, the *Monitored Company* or *Monitored Service* 9 of the *Assessment Procedure* shall apply.

- (3) In case a Recurring Assessments unfolds non-compliance of a *Monitored Company* or *Monitored Service* 9 of the Assessment Procedure shall apply.

6 Cooperation by Monitored Companies

6.1 Provision of relevant information and documentation

- (1) *Monitored Companies* shall, upon request of the *Assessment Body*, provide any relevant information and documents to enable the *Assessment Body* to appropriately perform its assessments.
- (2) Upon request and where provided by the *Code*, *Monitored Companies* shall enable the *Assessment Body* to perform assessments at their premises, where necessary to verify compliance of the *Monitored Company* or *Monitored Service*, e.g. where provided information and documentation left reasonable doubts; if justified, *Monitored Companies* shall grant access to relevant areas of their premises also by late notice, or where necessary, even without prior notice.

6.2 Periods

- (1) *Monitored Companies* shall comply with requests of the *Assessment Body*, especially those regarding information and documentation according to 6.1, within an appropriate period determined by the *Assessment Body*.

- (2) The period of 6.2 (1) may be extended upon request of the *Monitored Company* provided that the *Monitored Company* adequately reasoned the delay in response and that such request was notified to the *Assessment Body* within the appropriate period pursuant 6.2 (1).
- (3) If a *Monitored Company* failed to comply with 6.2 (1), 9 of the Assessment Procedure shall apply. If not provided otherwise within a *Code*, delayed response within an Initial Assessment shall result into refusal of verification, unless the *Assessment Body* considers it inappropriate provided that the *Assessment Body* documented its reasons in doing so.

7 Documentation by the Assessment Body

- (1) Assessments performed by the *Assessment Body* and their results shall be documented and adequately and securely stored.
- (2) Each assessment's documentation shall cover the assessment's outcome and short reasoning for all provisions of the *Code*, and whether compliance with respective provisions has been verified. If an assessment was based on samples, the documentation shall reflect the procedure of the sampling and which provisions have been covered by the sample and which provisions have not been covered by the sample.

- (3) Upon request by a *Monitored Company*, the *Assessment Body* shall make available a summary of the documentation according to 7 (1) and (2).
- (4) If and to the extent procedures require that assessments will be performed by more than one assessor, documentation shall reflect each assessor's findings. If not explicitly required by Code Specific Procedures or the Code, it shall not be required that assessments will be performed simultaneously by all assessors involved.
- (5) If and to the extent assessments by individual assessors are not performed simultaneously, subsequent assessments may relate to any findings already documented by preceding assessments. Documentation of a mutual finding shall only be explicitly required to the extent there are conflicts related to the conclusion of the assessors involved, or where there is reason to believe that – if all assessors were aware of cumulated findings – individual assessors would have concluded differently.

8 Transparency

- (1) Each *Code*, against which *Monitored Companies* or *Monitored Services* are verified, shall be publicly available.
- (2) The *Assessment Procedure* shall be publicly available; in case a comprehensive publication of the assessment procedure may conflict with reasonable interests of

Monitored Companies or *Monitored Services* - especially in cases, where detailed knowledge of the procedure may jeopardize the security or integrity of *Monitored Companies* or *Monitored Services* - at least the principles of such assessment procedures shall be publicly available.

9 Notification of the Complaints Committee

- (1) If the *Assessment Body* unfolds any facts, that indicate a potential non-compliance of a *Monitored Company* or *Monitored Service* or where the *Assessment Body* could not verify compliance beyond any reasonable doubt, the *Assessment Body* shall notify the *Complaints Committee*.
- (2) The *Complaints Committee* shall further process the case in accordance with the *Complaints Procedure*.
- (3) The *Assessment Body* shall provide the *Complaints Committee* with all relevant information.

10 Ambiguous Code Provisions

- (1) If and to the extent ambiguities related to a *Code's* provision occur, the *Assessment Body* shall first try to resolve any such ambiguity internally.
- (2) If and to the extent the *Assessment Body* cannot sufficiently resolve any such ambiguity internally, the *Assessment Body* shall either reach out to the code-owners or the *Complaints Committee*; details

shall be governed either by the applicable Code or Code Specific Procedures.

- (3) If and to the extent the Assessment Body cannot resolve such ambiguity neither pursuant 10 (1) nor 10 (2), the Assessment Body shall – in good faith – conclude a final – temporary – decision, unless otherwise provided by the Code or applicable Code Specific Procedures. Regardless, the Assessment Body shall document such ambiguity as noteworthy for the next feedback and transparency report to be provided to the code-owners or supervisory authority, whatever suits better and unless provided differently by either the Code or Code-Specific Procedures.
- (4) It shall also be considered an ambiguity in the sense of 10 if changes of applicable legal framework, including its mere application due to updated public guidelines, authorities or court decisions, result into potential conflicts with provisions of a Code that are otherwise unambiguous.



About SCOPE Europe

SCOPE Europe sprl / bvba (SCOPE Europe) is a subsidiary of SRIW. Located in Brussels, it aims to continue and complement the portfolio of SRIW in Europe and strives to become an accredited monitoring body under the European General Data Protection Regulation, pursuant to Article 41 GDPR. SCOPE Europe gathered expertise in levelling industry and data subject needs and interests to credible but also rigorous provisions and controls. SCOPE Europe also acts as monitoring body for the EU Data Protection Code of Conduct for Cloud Service Providers and is engaged in other GDPR code of conduct initiatives