



**SCOPE**  
EUROPE

# Code Specific Procedures – EU Cloud CoC

SCOPE Europe Monitoring Body



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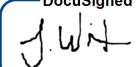
## Changelog

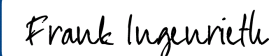
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## 1 Scope and intent

- (1) These provisions adjust the general procedure of SCOPE Europe as a Monitoring Body to the requirements of the EU Cloud Code of Conduct.
- (2) Each *Code* requires individual procedures; these specific provisions will address the distinct provisions as provided by the EU Cloud CoC and the necessities related to a robust and trusted monitoring.

## 2 Terms

- (1) Terms shall be understood as follows:
  - a. **Code** means “EU Cloud Code of Conduct” in its current and approved version.
  - b. **Monitored Service**: any Cloud Service, or family thereof, that has been declared adherent to the **Code** and is being monitored by the *Monitoring Body*.
- (2) Terms defined in the Rules of Procedure already but with a deviant meaning in these code specific provisions, will be highlights in ***bold-italic***.

## 3 Special provisions regarding financing

### 3.1 General

- (1) According to 2.1 of the Rules of Procedure, the financing shall be based on a fee collectively paid by the **Code** and service-based fees.

- (2) Collective payments shall be appropriate and subject to annual evaluation, as reflected in 8.3.3. of the **Code**.
- (3) The pricing table pursuant 2.3.2 of the Rules of Procedure shall be published on <https://eucoc.cloud> as decided upon in accordance with the provisions of the **Code**.
- (4) Services subject to fees for the *Monitored Companies* or *Monitored Services* shall be
  - a. any assessment,
  - b. complaints, if the *Complaints Committee* decides that a complaint was justified.

### 3.2 Contractual framework

- (1) The Monitoring Body will be appointed in accordance to 7.2.1 of the **Code**.
- (2) The *Monitoring Body* shall have an individual contractual relation with each *Monitored Company* before any verification of compliance is performed, by which *Monitored Companies* acknowledge the principles, tasks and duties of the *Monitoring Body* as laid down in the **Code** as well as their obligation to cooperate and contribute to the monitoring services.
- (3) Each *Monitored Company* shall explicitly acknowledge and accept the procedures of the *Monitoring Body*.



### 3.3 Termination of monitoring services

- (1) Termination – including suspension or revocation – shall be in accordance with 7.2.1.2 of the **Code**.
- (2) The contractual framework shall reflect such provisions accordingly.

## 4 Special provisions regarding assessment procedures

### 4.1 General

- (1) Services, not companies in their entirety, shall be verified compliant.
- (2) The assessments procedure shall reflect the provisions of the **Code**, namely of Section 7.3.
- (3) Assessments shall be performed against the Code's mandatory provisions, especially as they are stipulated by "Controls" as defined in 7.5 of the **Code**.
- (4) Assessments shall be based on evidence and information provided by the *Monitored Company* related to the **Monitored Service**.
- (5) The *Assessment Body* shall establish internal guidelines on the assessment of **Monitored Services**, that will ensure an equal level of quality and robustness of each assessment. Such guidelines shall constantly be evaluated.
- (6) Results of each assessment shall be published as a report in the public register of the **Code** (see Section 7.4), transparently communicating at least: the general assessment procedure, the level of

compliance, main facts, including which controls or sections of the **Code** were covered by the respective assessment, and overarching findings, including individual methods applied in the respective assessment; in case of findings that may result into ambiguities of understanding and finally in a confusion of the market, the report shall reasonably add additional information and clarifications to minimize the risk of any confusion of the market. Therefore, the *Monitoring Body* will provide its report to the Secretariat for publication in the public register, Section 7.4 of the **Code**.

- (7) In derogation of 6 Rules of Procedure applicable default period shall be two (2) weeks. However, Monitoring Body may – without further reasoning – decide to grant four (4) weeks periods for any first request if Monitoring Body considers this more appropriate.

### 4.2 Initial Assessments

- (1) Based on the information submitted when a *Monitored Company* declares a **Monitored Service** adherent, see 7.4 of the **Code**, the *Assessment Body* shall initiate an individual inquiry for each assessment.
- (2) First, the *Assessment Body* shall ensure that **Monitored Services** are unambiguously identified; identification shall especially include the publicly available (brand-)name of the **Monitored Service**, other (non-public) identifiers, applicable



contractual framework of the **Monitored Service**, applicable version of the technical framework.

- (3) The *Assessment Body* shall assign a unique identifier to each **Monitored Service** the latest with the publication of the public report. Once assigned, such unique identifier shall be used internally and externally – within the Public Register of the **Code** – to identify the **Monitored Service**.
- (4) Having identified the **Monitored Service**, the *Assessment Body* shall then assess the nature and structure of the **Monitored Service**; if the final unique identifier will be applied just with the publication of the public report, until then there shall be any interim-identifier.
- (5) Based on the assessment pursuant (4), the *Monitoring Body* shall identify “Controls” that, besides others, reflect the inherent risk of processing by the respective **Monitored Service** as well those that may serve as a sample being capable of unfolding potential inconsistencies or systematic non-compliances.
- (6) To the extent Monitoring Body is convinced to receive a response, Monitoring Body may in derogation of 6 Rules of Procedures, extend deadlines without requesting additional reasons or by more than four (4) weeks, because until first publication of adherence no confusion of the market can be expected. However, the opportunity of the Monitoring Body to do so shall not entitle Monitored Companies

/ Monitored Services to request such extensions.

### 4.3 Recurring Assessments

- (1) Recurring Assessments shall be performed in accordance with 7.7 of the **Code**.
- (2) Recurring Assessments shall be based on samples, safeguarding that every “Control” has been verified within an appropriate timeframe whilst prioritizing those controls, that are due to the nature of the **Monitored Service**, related media reports and actions of supervisory authorities, considered capable of unfolding potential inconsistencies or systematic non-compliances.

## 5 Complaint Procedure

- (1) The *Complaints Committee* shall act as the Complaints Panel of the **Code**.
- (2) Working language shall be English.
- (3) Additionally, to the processing of complaints against **Monitored Service** regarding potential infringements of the **Code** (see 7.8.2 of the **Code**), the *Complaints Committee* shall also process complaints by *Monitored Companies* related to ambiguities about the performance of the *Monitoring Body*, namely its *Assessment Body*, (see 7.8.1 of the **Code**).
- (4) Suitable actions determined by the *Code* shall be those as provided by Section 7.9.2 of the **Code**.



- (5) Principally, complaints shall be processed by a panel of three members of the *Complaints Committee*.
- (6) The *Complaints Committee* shall conclude its decision based on the complaint and its inherent facts, including those that have been provided upon request by the *Assessment Body* or the *Complaints Committee* in order to make the complaint fit for decision, and a statement of the *Monitored Company / Monitored Service* concerned. Such statement shall be gathered by the *Assessment Body* when assessing, whether a complaint is fit for decision.
- (7) The *Complaints Committee* may establish further procedures on the processing of complaints, especially whether
- a. necessity of participation of three members in each panel, provided that any change to the required number of participants does not jeopardize the independence and quality of the processing of complaints;
  - b. the means of processing, especially if decisions shall only be taken in physical meeting or if decisions may also be taken via electronic means, including conference calls, or by circulating, written statements.
- Those procedures shall be publicly available.
- (8) The *Complaints Committee* shall establish internal guidelines on the processing of complaints, that will ensure coherency and comparability, i.e. especially that

- equal decisions will be taken provided that equal facts resulted into equal non-compliances. Such guidelines shall be constantly reviewed.
- (9) The *Complaints Committee* shall propose such guidelines to be adopted by the Steering Board of the **Code**, Section 7.9.4 of the **Code**, if the *Complaints Committee* considers those internal guidelines relevant to reach the aims of (8).
- (10) When extending the *Complaints Committee* or replacing its members, the *Administrative Body* shall foster a European *Complaints Committee*, representing experts throughout Europe.
- (11) In application of 13.2 of the Complaint Procedures, the *Complaints Committee* shall consider Section 7.9.3 of the **Code**, namely but not limited to the immediate effect.





### **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