



SCOPE
EUROPE

Code Specific Procedures – Data Pro Code

SCOPE Europe Monitoring Body

Code Specific Procedures – Data Pro Code	1
Legal / Publisher	2
Changelog	2
1 Scope and intent	3
2 Terms	3
3 Special provisions regarding financing	3
3.1 General.....	3
3.2 Contractual framework.....	3
3.3 Termination of monitoring services	4
4 Special provisions regarding assessment procedures	4
4.1 General.....	4
4.2 Initial Assessments	4
4.3 Recurring Assessments.....	5
5 Complaint Procedure	5
6 Languages	6
7 Transition	7

Legal / Publisher

SCOPE Europe sprl
Rue de la Science 14
1040 BRUSSELS

<https://scope-europe.eu>

info@scope-europe.eu

Managing Director

Jörn Wittmann

Company Register 0671.468.741

VAT BE 0671.468.741

ING Belgium

IBAN BE14 3631 6553 4883, SWIFT / BIC: BBRUBEBB

Changelog

Version	Time of Edit	applied changes
v.1.0	June 2022	■ Original publication

Last reviewed and signed-off, 03 June 2022, by

Managing Director

Director Monitoring and Auditing,
Legal Affairs

1 Scope and intent

- (1) These provisions adjust the general procedures of SCOPE Europe as *Monitoring Body* to the requirements of the Data Pro Code (the **Code**). Wherever the **Code** refers to “independent supervisor” respectively “Data Pro Supervisor”, this shall be read and understood as “Monitoring Body” in the sense of the applicable monitoring procedures and related agreements.
- (2) Each *Code* requires individual procedures; these specific provisions will address the distinct provisions as provided by the Data Pro Code and the necessities related to a robust and trusted monitoring.

2 Terms

- (1) Terms shall be understood as follows:
 - a. **Code** means “Data Pro Code” in its current and approved version.
 - b. **Monitored Company**: any company or organization that has been declared adherent to the **Code** and is being monitored by the *Monitoring Body*.
 - c. **Monitored Service** any service or product that has been made subject to the Code by the Monitored Company.
 - d. **Framework** shall be understood as the Data Pro Code Monitoring Framework.
- (2) Terms defined in the Rules of Procedure already but with a deviant meaning in these code specific provisions, will be highlighted 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 service-based fees.
- (2) The pricing table pursuant 2.3.2 of the Rules of Procedure shall be published on the related website of the **Code** and the website maintained by the **Monitoring Body** regarding the monitoring of the **Code**. The pricing table shall be agreed upon with the Code-owners as defined in the respective framework agreement.
- (3) 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, or otherwise specified in the Code specific complaint related procedures.

3.2 Contractual framework

- (1) The Monitoring Body will be appointed by the Code-owners in accordance with the framework agreement.
- (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**, applicable procedures, and GDPR 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 shall be as outlined in the **Framework**.
- (2) The minimum period of adherence shall be twenty-four (24) months.
- (3) The ordinary termination period shall be eighteen (18) months.
- (4) The contractual framework shall reflect such provisions accordingly.

4 Special provisions regarding assessment procedures

4.1 General

- (1) **Monitored Companies** shall seek for being publicly listed in the public register. Where **Monitored Companies** seek for listing in relation to specific services or products only, they shall indicate such limitation towards the *Monitoring Body*.
- (2) The assessment procedure shall be further outlined in distinct procedures, to be called the Data Pro Code Monitoring Framework, i.e. **Framework**.
- (3) The assessment procedure shall reflect the provisions of the **Code**, and as further detailed by the **Framework**. Assessments

shall be performed against the **Code's** mandatory provisions, namely Principle 2 of the **Code**.

- (4) Assessments shall be based on evidence and information provided by the **Monitored Company**, where applicable related to the **Monitored Service**.
- (5) The *Assessment Body* shall establish internal guidelines on the assessment of **Monitored Companies**, that will ensure an equal level of quality and robustness of each assessment.
- (6) The *Assessment Body* shall establish internal guidelines on potential adaptations of and additions to the guidelines of 4.1 (5) to the extent **Monitored Companies** identify any limitation to specific **Monitored Services**.
- (7) Such guidelines as of 4.1 (5) and (6) shall constantly be evaluated.
- (8) 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 itself, or where applicable distinct **Monitored Services** adherent, the *Assessment Body* shall initiate an individual inquiry for each assessment.

- (2) First, the *Assessment Body* shall ensure that the scope of adherence is unambiguously identified regarding **Monitored Services**; identification shall especially include the publicly available (brand-)name of the **Monitored Company**, or where applicable the **Monitored Services**, other (non-public) identifiers, applicable contractual frameworks, or applicable version of the technical framework.
- (3) The *Assessment Body* shall assign a unique identifier to each **Monitored Company** the latest with the listing of the **Monitored Company** in the public register. Once assigned, such unique identifier shall be used internally and externally – within the Public Register of the **Code** – to identify the **Monitored Company**, and where applicable Monitored Services.
- (4) 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) 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 the **Framework**.
- (2) Recurring Assessments shall at a minimum require re-affirmation of **Monitored Companies** to comply with the requirements of the Code; where applicable **Monitored Companies** shall update any relevant information priorly submitted to the *Monitoring Body* and / or subject to publication in the Public Register.

5 Complaint Procedure

- (1) Additionally, to the processing of complaints against a **Monitored Service** regarding potential infringements 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*, as laid down in the **Framework**.
- (2) Suitable actions determined by the Code shall be those as provided by the **Code** and as further specified in the **Framework**.
- (3) Principally, complaints shall be processed by a panel of three members of the *Complaints Committee*.
- (4) 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 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.

- (5) 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.

- (6) 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.
- (7) In application of 13.3 of the Complaint Procedures, the *Complaints Committee* shall consider the **Framework**.

- (8) The *Complaints Committee* shall comprise of suitable experts. The *Monitoring Body* may appoint experts by its own discretion. The *Monitoring Body* can, where deemed appropriate, invite the Code Owner to suggest suitable experts, who may also be part of the Data Pro Code Advisory Board.

6 Languages

- (1) Internal working language of the *Monitoring Body* shall be English.
- (2) Procedures and agreements, as they were subject to the accreditation, shall be binding in their respective English version. This shall also apply to any templates being designed to request and process information from **Monitored Companies**, to conclude on **Monitored Companies'** compliance with the **Code**.
- (3) Acknowledging the distinct market outreach of the **Code**, which is a national Code of Conduct limited to the territory of the Netherlands, English procedures, templates, and agreements shall only be deemed transparently published, if a non-binding Dutch translation is made available, too.
- (4) Notwithstanding the working language of the *Monitoring Body*, **Monitored Companies** shall remain obliged to comply with the **Code** in the language foreseen by the **Code**, where the **Code** requires to make information available publicly or to interested stakeholders, i.e. in particular the

publication of the Data Pro Statement, the contractual clauses or any internal documentation.

- (5) If **Monitored Companies** will provide information in any other language to the *Monitoring Body* than English (preferred) or Dutch, the **Monitored Company** remains responsible to provide adequate translation. Where such translation is not provided by the **Monitored Company**, *Monitoring Body* may deem such information as not provided or may seek for professional translation services at the **Monitored Company's** cost.
- (6) The *Monitoring Body* shall ensure that its personnel can receive and process information also in Dutch, which may be realized, to the extent feasible, by reference to experts working on an hourly and case-by-case basis. The *Monitoring Body* shall explicitly safeguard its capabilities to receive complaints in Dutch, regardless of the language a complaint will be processed internally.

7 Transition

- (1) There shall be an orderly transition from the Data Pro Code adherence prior to the monitoring of an accredited Monitoring Body and the adherence subject to the monitoring of an accredited Monitoring Body.
- (2) Companies, that were adherent prior to the monitoring of Monitoring Body, shall receive appropriate means by which any

investments related to such prior adherence shall remain effective.

- (3) The transition shall not create any confusion regarding the adherence to the mechanisms of the accredited Monitoring Body – thus providing direct legal effects under GDPR – and the adherence to the previous mechanisms – not providing direct legal effects under GDPR.
- (4) The Public Register of the previous mechanisms shall be transitioned into the official Public Register. This shall also ease the transition of the companies to become a Monitored Company.
- (5) Companies, that were adherent to any previous mechanisms shall be provided – at a minimum – one additional try to orderly submit their declaration of adherence. Nonetheless, in cases where Monitoring Body does not receive appropriate information by a Monitored Company, even upon repeated request, Monitoring Body shall not uphold the listing of such Monitored Company. This shall not be considered an action taken against a company, as such company formally, has not been subject to the monitoring of the Monitoring Body.



SCOPE
EUROPE

About SCOPE Europe

SCOPE Europe sprl / bvba (SCOPE Europe) is a subsidiary of SRIW. Located in Brussels, it continues and complement the portfolio of SRIW in Europe and is an accredited monitoring body under the European General Data Protection Regulation since May 2021, 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.