



**SCOPE**  
EUROPE

# Rules of Procedure - General

SCOPE Europe Monitoring Body

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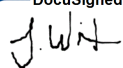
## Changelog

Version	Time of Edit	applied changes
v.2.1	April 2021	<ul style="list-style-type: none"> <li>■ further alignment with accreditation criteria Belgium</li> <li>■ clarification on need-to-know principle, confidentiality and conflicts of interest</li> </ul>
v.2.0	August 2020	<ul style="list-style-type: none"> <li>■ layout enhancements</li> <li>■ consistent GDPR references</li> <li>■ further alignment with accreditation criteria Belgium</li> </ul>
v.1.0	March 2019	<ul style="list-style-type: none"> <li>■ Original publication</li> </ul>


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Rules of Procedure - General

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## 1 Terms and definitions

### 1.1 Code

*Code* is used hereinafter as code of conduct according to Art. 40.2 GDPR that is monitored by the *Monitoring Body* and applicable to the respective *Monitored Company* or *Monitored Service*.

### 1.2 Monitored Company

*Monitored Company* means any natural or legal person that declared itself or any of its services subject to a *Code* which is monitored by the *Monitoring Body*.

### 1.3 Monitored Service

Any service of a *Monitored Company* that has been declared subject to a *Code*.

### 1.4 Monitoring Body

According to Art. 41 GDPR a *Monitoring Body* monitors the compliance of *Monitored Companies* or *Monitored Services* with the *Code*. *Monitoring Body* shall act as umbrella term for *Administrative Body*, *Assessment Body* and *Complaints Committee*.

#### 1.4.1 Administrative Body

The *Administrative Body* performs any tasks related to the general administration of the *Monitoring Body*.

#### 1.4.2 Assessment Body

The *Assessment Body* monitors and assesses and thereby verifies the compliance of

*Monitored Companies* or *Monitored Services* against a *Code*.

#### 1.4.3 Complaints Committee

The *Complaints Committee* processes any complaints by any eligible legal entity or natural person or by the *Assessment Body* if the latter has, due to its monitoring, reason to believe that the *Code* is not complied with by any respective *Monitored Company* or *Monitored Service*.

## 2 Financing

### 2.1 Principle

- (1) The *Monitoring Body* shall be independently financed; therefore, it shall be funded by recurring contributions and by service-based fees.
- (2) Such contributions and fees shall ensure that the organizational structure of the *Monitoring Body* and its daily performance of its tasks can be performed appropriately.
- (3) Recurring contributions may be received either individually from each *Monitored Company* or collectively from a *Code* as a dedicated share of membership fees of such *Code*.

### 2.2 Contractual framework

- (1) There shall be a contractual relation with each of the *Monitored Companies* regarding each applicable *Code*.

- (2) Depending on the funding of the applicable *Code*, such contract shall either refer to the provisions of the *Code* related to any collective funding or stipulate individual obligations regarding recurring contributions.
- (3) Where such contract refers to any provisions of the applicable *Code* and therefore refers to any memberships of the *Monitored Company*, such membership, its acquisition and loss as well as the rights of such membership under such *Code* are only subject to the *Code* and shall not be altered by these Rules of Procedure.

## 2.3 General safeguards related to provisions related to the financing of the Monitoring Body

### 2.3.1 Recurring Contributions

Recurring Contributions can either be pre-termination or post-termination contributions.

#### 2.3.1.1 Pre-termination contributions

- (1) Pre-termination contributions shall be paid annually.
- (2) Exact amounts shall be transparently governed by pricing tables.

#### 2.3.1.2 Post-termination contributions

- (1) *Monitored Companies* shall be obliged to pay recurring contributions after their notification of termination of receiving

monitoring services by the *Monitoring Body* for at least another 30 (thirty) months.

- (2) Where recurring contributions are paid collectively by a *Code*, the period of 2.3.1.2 (1), after the notification of termination recurring contributions shall be paid to the *Code* according to the *Code's* provisions, but at least for another 18 (eighteen) months.
- (3) Periods for post-termination contribution obligations may be less than provided in 2.3.1.2 (1) and 2.3.1.2 (2) depending on the individual *Code* and a case-by-case analysis balancing the financial independence of the *Monitoring Body* and specific needs of the sector of a *Code*; periods may especially be less if the *Code* or individual agreements provides a minimum term of 24 (twenty-four) months in which a termination is excluded.

#### 2.3.1.3 Service-Based Fees

- (1) Individual services, that are not related to the general structure and administration of the *Monitoring Body*, shall be subject to service-fees; such may be e.g. assessments or the processing of complaints.
- (2) Exact amounts shall be transparently governed by pricing tables.

### 2.3.2 Pricing tables

- (1) Any contributions and fees shall be transparently governed by pricing tables.
- (2) Pricing tables may either be determined by the *Monitoring Body*, where monitoring

services are provided solely by individual agreements between the *Monitoring Body* and the *Monitored Companies*, or by the *Code* in consultation with the *Monitoring Body*, especially where a *Code* provides detailed requirements for such monitoring services or where recurring contributions are paid collectively.

### 2.3.3 Termination of monitoring services

- (1) Any agreement between the *Monitoring Body* and *Monitored Companies* or the *Monitoring Body* and a *Code* related to the provision of monitoring services shall provide appropriate provisions regarding the termination of such agreements.
- (2) Principally, the termination of any agreement shall be subject to prior notification of at least the period as provided for post-termination contributions, see 2.3.1.2.
- (3) 2.3.1.2 (3) shall apply accordingly.

## 3 Assessment procedure

The *Assessment Body* performs the assessment according to the Assessment Procedure.

## 4 Complaints procedure

The *Complaints Committee* processes complaints according to the Complaints Procedure.

## 5 Possibility of Delegation

### 5.1 Possibility of Delegation within the Monitoring Body

- (1) The *Assessment Body* may delegate tasks that are of purely administrative kind to the *Administrative Body*; such tasks entail e.g. communication and coordination with *Monitored Companies* as well as with specialist committees, experts and other monitoring bodies where applicable. Tasks that explicitly require any specific qualification of the *Assessment Body* and its members must not be delegated.
- (2) The *Assessment Body* may delegate the initial inspection of complaints in order to verify that such a complaint fulfils the requirements of an eligible complaint; this may entail formal aspects like the verification of the party filing such a complaint and whether such party is eligible regarding the *Code*, whether such a complaint entails all information that is defined as mandatory regarding the *Code*, whether such complaint is manifestly unfounded or excessive, as well as substantive aspects whether the complaint provides consistent and sufficient information for any further processing by the *Assessment Body* respectively the *Complaints Committee*. Where the verification of substantive aspects will be delegated, the *Assessment Body* shall provide the *Administrative Body* with appropriate guidelines.



- (3) Whenever tasks will be delegated, there shall be appropriate safeguards regarding the independence and quality of such delegated tasks. Especially any delegating body shall be entitled to assess the performance of delegated tasks by the receiving body, may – at all times – pick any delegated task or process thereof and perform such task or process itself, or at least may bindingly instruct the receiving body regarding the performance of such delegated tasks.

## 5.2 Delegation opportunities to external bodies

- (1) The *Complaints Committee* may be delegated to an external body, if such delegation does not conflict with the independence of the *Monitoring Body* and such external body provides sufficient guarantees of being capable to comply with the provisions of the Complaints Procedure.
- (2) Tasks that are delegated to the *Administrative Body* according to 5.1 may be delegated to an external body, provided that such external body is adequately qualified for the performance of such delegated tasks. It shall be ensured that the delegation to an external body does not give rise to a danger of independence.
- (3) 5.1 (3) shall apply accordingly.

## 6 Formal requirements, periods and retention

- (1) Appropriate period shall be principally 4 (four) weeks. Where justified, there may be deviations, unless the procedures govern that the respective period is mandatory.
- (2) Unless otherwise provided, the *Monitoring Body* shall communicate to externals only in writing; whereas written or in writing entails any documented means, including electronic means, especially email.
- (3) To reflect needs due to different time zones periods shall be calculated as follows: end of period shall be the day, that is called identical to the one where the *Monitoring Body* sent out its request, plus two (2) days. For example: Provided a four (4) weeks period, if the *Monitoring Body* sends out a request on a Tuesday, end of period will not be the fourth Tuesday following, but the fourth Thursday.
- (4) To enable competent supervisory authority to verify *Monitoring Body's* due performance, the *Monitoring Body* shall retain any information, that is related to its performance of monitoring for five (5) years, at a minimum, unless otherwise requested by competent supervisory authority. Considering the individual requirements of a Code and its individually designed monitoring, specific deviations shall be provided by Code Specific Provisions, where appropriate, considering in

particular that no information shall be retained longer than necessary (principles of *data minimization* and *purpose limitation*). If the competent supervisory authority requests a deviating retention period any modifications to the retention period shall apply retro-actively, unless not ordered differently.

## 7 Confidentiality and Conflicts of Interest

- (1) Information provided to *Monitoring Body* might be considered confidential from a *Monitored Company's* perspective.
- (2) To the extent *Monitoring Body* receives such information *Monitoring Body* shall treat such information confidential.
- (3) Notwithstanding 7 (2), *Monitoring Body* may disclose confidential information to the competent supervisory authority as required under *Monitoring Body's* due performance of its role and function pursuant Article 41 GDPR, and to any other third-party if and to the extent required by law or binding order.
- (4) *Monitoring Body* shall establish mechanisms safeguarding that nobody involved in the performance of monitoring is subject to conflicts of interests, e.g., by requesting disclosure of any such conflicts of interest, or by implementing, to the extent appropriate and feasible, role and /or case related access controls.

## 8 Final Provisions

### 8.1 Acknowledgement and Acceptance of the Monitoring Body and its Procedures

*Monitored Companies* shall acknowledge and accept the *Monitoring Body* and its procedures as ultimately binding towards them to enable the *Monitoring Body* to perform its tasks according to Art. 41 GDPR.

### 8.2 Code-specific deviations

There may be *Code-specific* deviations from the general procedures for any *Code*, for which the *Monitoring Body* provides monitoring services, to reflect specific requirements of that *Code*. Such deviations must not undermine the independence of the *Monitoring Body*.

### 8.3 Changes and Updates of Procedures

Whenever there is a change of procedures, no matter whether to general or code-specific ones, it shall be notified to the competent supervisory authority.

### 8.4 Headlines

Headlines are not part of the provisions and must not be used for any interpretation thereof.





### **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