



# 1 GÉANT Data Protection Code of 2 Conduct



3 For Service Providers established in European Union, European Economic Area and  
4 countries with adequate data protection pursuant to Article 25.6 of the directive 95/46/EC

5 **GN3-12-215**

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7 **<http://www.geant.net/uri/dataprotection-code-of-conduct/v1>**

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## 9 Purpose and Context

10 Without prejudice to the provisions as set forth in the agreement between the Home Organisation and Service  
11 Provider which in all cases takes precedence, this Code of Conduct sets the rules that Service Providers  
12 adhere to when they want to receive End Users' Attributes from Home Organisations or their Agent for  
13 providing access to their services. This Code of Conduct is a binding community code for the Service Providers  
14 that have committed to it.

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## 20 1 Definitions

- 21 a) Identity Provider (IdP): The system component that issues Attribute assertions on behalf of End Users  
22 who use them to access the services of Service Providers.
- 23 b) Service Provider (SP): An organisation that is responsible for offering the End User the service he or  
24 she desires to use.
- 25 c) Home Organisation: The organisation with which an End User is affiliated, operating the Identity  
26 Provider by itself or through an Agent. It is responsible for managing End Users' identity data and  
27 authenticating them.
- 28 d) Agent: The organisation operating the Identity Provider on behalf of the Home Organisation, if  
29 applicable.
- 30 e) Attributes: The End User's personal data as managed by the Home Organisation or its Agent, such as  
31 (but not limited to) name, e-mail and role in the Home Organisation.
- 32 f) End User: any natural person affiliated with a Home Organisation, e.g. as a researcher or student,  
33 making use of the service of a Service Provider.
- 34 g) Personal Data: any information relating to an identified or identifiable natural or legal person, if  
35 applicable.

## 36 2 Principles of Attributes Processing

37 The Service Provider agrees and warrants:

- 38 a) **[Legal compliance]** to only process the Attributes in accordance with the relevant provisions of the  
39 Personal Data protection law applicable to the Service Provider;
- 40 b) **[Purpose limitation]** to only process Attributes of the End User that are necessary for enabling access  
41 to the service provided by the Service Provider;

- 42 c) **[Data minimisation]** to minimise the Attributes requested from a Home Organisation to those that are  
43 adequate, relevant and not excessive for enabling access to the service and, where a number of  
44 Attributes could be used to provide access to the service, to use the least intrusive Attributes possible;
- 45 d) **[Deviating purposes]** not to process the Attributes for any other purpose (e.g. selling the Attributes or  
46 selling the personalisation such as search history, commercial communications, profiling) than enabling  
47 access, unless prior consent has been given to the Service Provider by the End User;
- 48 e) **[Data retention]** to delete or anonymise all Attributes as soon as they are no longer necessary for the  
49 purposes of providing the service;
- 50 f) **[Third parties]** not to transfer Attributes to any third party (such as a collaboration partner) except
- 51 a. if mandated by the Service Provider for enabling access to its service on its behalf, or
- 52 b. if the third party is committed to the Code of Conduct or has undertaken similar duties  
53 considered sufficient under the data protection law applicable to the Service Provider or
- 54 c. if prior consent has been given by the End User;
- 55 g) **[Security measures]** to take appropriate technical and organisational measures to safeguard  
56 Attributes against accidental or unlawful destruction or accidental loss, alteration, unauthorized  
57 disclosure or access. These measures shall ensure a level of security appropriate to the risks  
58 represented by the processing and the nature of the data to be protected, having regard to the state of  
59 the art and the cost of their implementation.
- 60 h) **[Information duty towards End User]** to provide to the End User, at least at first contact, in an easily,  
61 directly and permanently accessible way a Privacy Policy, containing at least the following information:
- 62 a. the name, address and jurisdiction of the Service Provider;
- 63 b. the purpose or purposes of the processing of the Attributes;
- 64 c. a description of the Attributes being processed;
- 65 d. the third party recipients or categories of third party recipient to whom the Attributes might be  
66 disclosed, and proposed transfers of Attributes to countries outside of the European Economic  
67 Area;
- 68 e. the existence of the rights to access, rectify and delete the Attributes held about the End User;
- 69 f. the retention period of the Attributes;
- 70 g. a reference to this Code of Conduct;
- 71 i) **[Information duty towards Home Organisation]** to provide to the Home Organisation or its Agent at  
72 least the following information:

- 73 a. a machine-readable link to the Privacy Policy;
- 74 b. indication of commitment to this Code of Conduct;
- 75 c. any updates or changes in the local data protection legislation, which are less strict than the  
76 principles set out in this Code of Conduct;
- 77 j) **[Security Breaches]** to, without undue delay, report all suspected privacy or security breaches  
78 (including unauthorized disclosure or compromise, actual or possible loss of data, documents or any  
79 device, etc.) concerning the Attributes to the Home Organisation or its Agent;
- 80 k) **[Liability]** to hold harmless the End User, the Home Organisation as well as the Agent who has  
81 suffered damage as a result of any violation of this Code of Conduct by the Service Provider as  
82 determined in a binding and enforceable judicial ruling;
- 83 l) **[Transfer to third countries]** when Attributes are being transferred outside the European Economic  
84 Area and countries with adequate data protection pursuant to Article 25.6 of the directive 95/46/EC, to  
85 ensure an adequate level of protection of the Personal Data by taking appropriate measures pursuant  
86 to the law of the country in which the Home Organisation is established, such as requesting End User  
87 consent or entering into agreements with the Home Organisation based on EU model clauses;
- 88 m) **[Governing law and jurisdiction]** to have this Code of Conduct governed by the national material law  
89 of the country in which the Service Provider is established with the exclusion of its international private  
90 law and to have any disputes regarding the validity, the interpretation or the implementation of this  
91 Code of Conduct definitively decided by the competent court of the country in which the Service  
92 Provider is established;
- 93 n) **[Eligibility to execute]** to have this Code of Conduct executed by a duly authorised representative of  
94 the Service Provider;
- 95 o) **[Termination of the Code of Conduct]** to only terminate adherence to this Code of Conduct in case of
- 96 a. it being replaced by a similar arrangement or
- 97 b. termination of the service provisioning to the Home Organisation;
- 98 p) **[Survival of the clauses]** to be bound by the provisions of this Code of Conduct that are intended to  
99 survive due to their sense and scope after the end, lapse or nullity of this Code of Conduct;
- 100 q) **[Precedence]** to comply with the stipulation that, in the event of conflict between a provision contained  
101 in this Code of Conduct and a provision of the agreement concluded between Service Provider and  
102 Home Organization, the provision of the agreement concluded between Service Provider and Home  
103 Organization takes precedence over the provision of this Code of Conduct.
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