



1 **GÉANT Service Provider Code**
2 **of Conduct Relating to Personal**
3 **Data Processing**



4 **GN3-12-215**

5 **Document URI:**

6 **<http://www.edugain.org/policy/data-protection-code-of-conduct/sp-unilateral>**

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8 **Purpose and Context**

9 Without prejudice to the provisions as set forth in the agreement between the Home Organisation and Service Provider which in all cases takes precedence, this Code of Conduct sets the rules that Service Providers adhere to when they want to receive End Users' Attributes from Home Organisations or their Agent for providing access to their services.

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13 A list of the Service Providers **that adhere** ~~adhering~~ to this Code of Conduct is published by GÉANT on its website.

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15 1 Definitions

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

31 2 Principles of Attributes Processing

32 The Service Provider agrees and warrants:

- 33 a) **[Legal compliance]** to only process the Attributes in accordance with the relevant provisions of the
34 applicable Personal Data protection law of the country in which the Service Provider has been
35 established;
- 36 b) **[Purpose limitation]** to only process Attributes of the End User that are necessary for enabling access
37 to the service provided by the Service Provider;

- 38 c) **[Data limitation]** where a number of Attributes could be used to provide access to the service, to use
39 the least intrusive Attributes possible;
- 40 d) **[Deviating purposes]** not to process the Attributes for any other purpose (e.g. selling the Attributes or
41 personalisation such as search history, commercial communications, profiling) than enabling access,
42 unless prior consent has been given to the Service Provider by the End User;
- 43 e) **[Data retention]** to delete or anonymise all Attributes as soon as they are not necessary any longer for
44 the purposes of the processing activity;
- 45 f) **[Third parties]** not to transfer Attributes to any third party except if mandated by the Service Provider
46 for enabling access to its service on its behalf or unless prior consent has been given by the End User;
- 47 g) **[Security measures]** to take appropriate technical and organisational measures to safeguard
48 Attributes against accidental or unlawful destruction or accidental loss, alteration, unauthorized
49 disclosure or access; These measures shall ensure a level of security appropriate to the risks
50 represented by the processing and the nature of the data to be protected, having regard to the state of
51 the art and the cost of their implementation.
- 52 h) **[Information duty towards End User]** to provide to the End User, at least at first contact, in an easily,
53 directly and permanently accessible way a Privacy Policy, containing at least the following information:
- 54 a. the name and address of the Service Provider;
- 55 b. the purpose or purposes of the processing of the Attributes;
- 56 c. a description of the Attributes being processed;
- 57 d. the third party recipients or categories of third party recipient to whom the Attributes might be
58 disclosed;
- 59 e. proposed transfers of Attributes to countries outside of the European Economic Area;
- 60 f. the existence of the rights to access, rectify and delete the Attributes held about the End User;
- 61 g. the retention period of the Attributes;
- 62 h. a reference to this Code of Conduct;
- 63 i) **[Information duty towards Home Organisation]** to provide to the Home Organisation or its Agent at
64 least the following information:
- 65 a. a machine-readable link to the Privacy Policy and the commitment to this Code of Conduct;
- 66 b. any updates on changes in the local data protection legislation, which are less strict than the
67 principles set out in this Code of Conduct;

- 68 j) **[Security Breaches]** to immediately report all suspected privacy or security breaches (including
69 unauthorized disclosure or compromise, actual or possible loss of data, documents or any device, etc.),
70 including disclosure of Attributes towards a law enforcement agency, to the Home Organisation or its
71 Agent;
- 72 k) **[Audits]** to permit periodic audits of its access to and processing of Attributes to ensure privacy and
73 security of such data;
- 74 l) **[Liability]** to hold harmless the End User, the Home Organisation as well as the Agent who has
75 suffered damage as a result of any violation of this Code of Conduct by the Service Provider;
- 76 m) **[Transfer to third countries]** to ensure, when Attributes are being transferred outside the European
77 Economic Area, an adequate level of protection of the Personal Data by taking appropriate measures
78 pursuant to articles 25 and 26 of the EU Directive 1995/46, as transposed in the national law of the
79 country in which the Service Provider has been established, such as requesting End User consent or
80 entering into agreements with the Home Organisation based on EU model clauses;
- 81 n) **[Governing law and jurisdiction]** to have this Code of Conduct governed by the national material law
82 of the country in which the Service Provider is established with the exclusion of its international private
83 law and to have any disputes regarding the validity, the interpretation or the implementation of this
84 Code of Conduct definitively decided by the competent court of the country in which the Service
85 Provider is established;
- 86 o) **[Eligibility to sign]** to have this Code of Conduct executed by a duly authorised representative of the
87 Service Provider;
- 88 p) **[Termination of the Code of Conduct]** to only terminate adherence to this Code of Conduct in case of
89 termination of the agreement with the Home Organisation;
- 90 q) **[Survival of the clauses]** to be bound by the provisions of this Code of Conduct that are intended to
91 survive due to their sense and scope after the end, lapse or nullity of this Code of Conduct;
- 92 r) **[Amendments ^{to} of the Code of Conduct (minor updates)]** to adhere to any modification, amendment
93 or change to this Code of Conduct, made from time to time without the prior approval of the Service
94 Provider, as long as this does not cause a materially adverse impact on Service Provider's obligations
95 hereunder;
- 96 s) **[Precedence]** to comply with the stipulation that, in the event of conflict between a provision contained
97 in this Code of Conduct and a provision of the agreement concluded between Service Provider and
98 Home Organization, the provision of the agreement concluded between Service Provider and Home
99 Organization takes precedence over the provision of this Code of Conduct.