

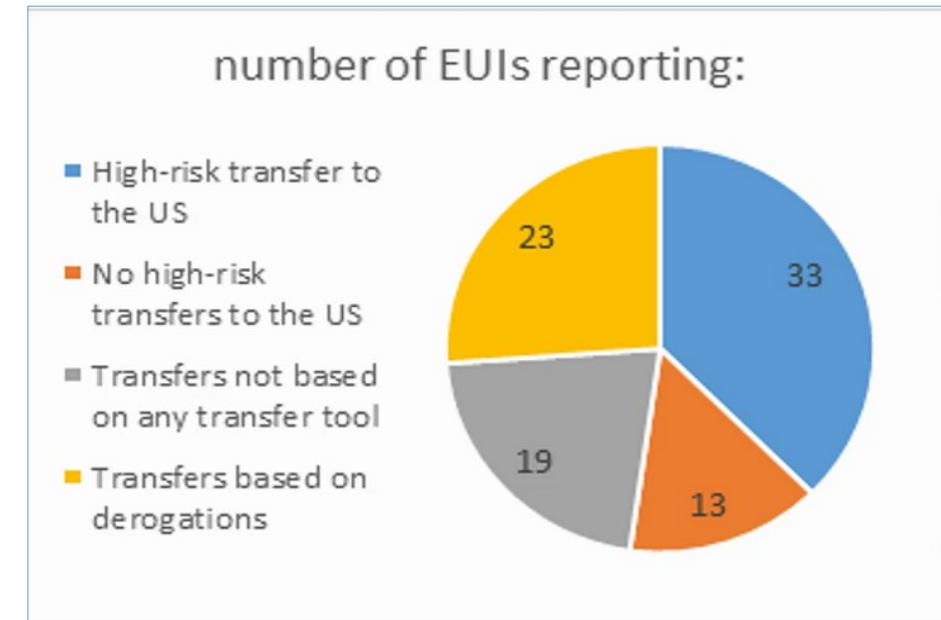
# **Workshop No 3**

**International transfers and cloud services**

# Key messages from EDPS - EUI reporting (1)

## 1. Main categories of transfers in EUIs

- ICT tools
  - Microsoft products & services, AWS, IBM
  - Video conferencing & audience management
  - Collaboration tools
  - Other IT tools (support/helpdesk, test environment, security, etc.)
- Other services (sub-processors)
  - Staff recruitment
  - E-learning platforms
  - Business travel
  - Social media monitoring, communication campaign tools



Very much dependent on nature/mission of EUI

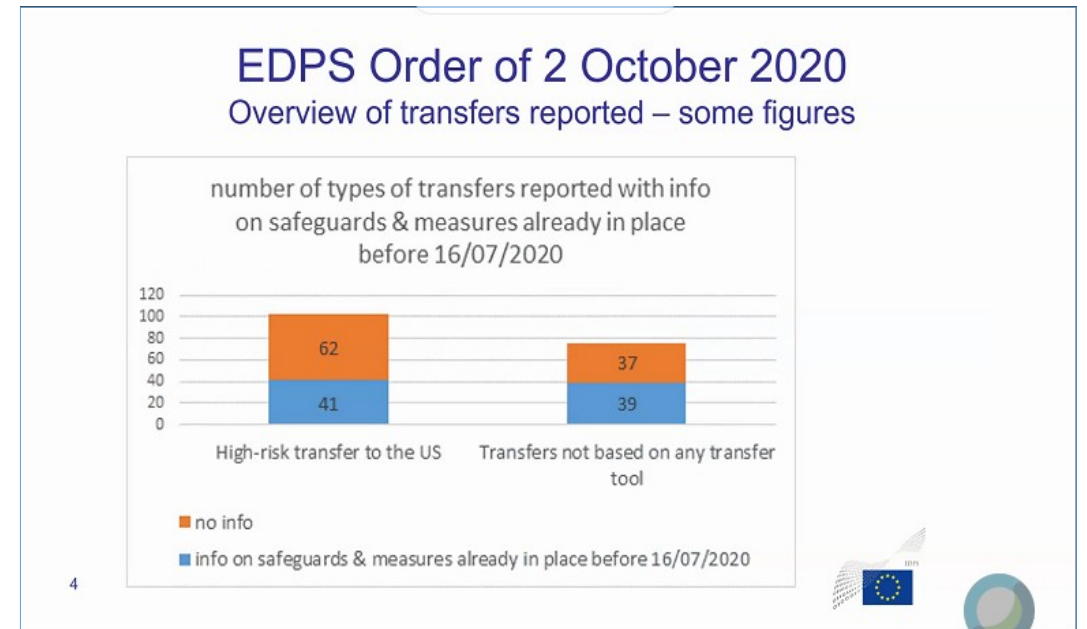
# Key messages from EDPS - EUI reporting (2)

## 2. Main measures before Schrems II

- Privacy policies
- SCCs, BCRs, contractual clauses
- Technical measures (encryption, anonymisation, pseudonymisation)

## 3. Measures after Schrems II

- Mainly contractual
- Commitments for log management
- EEA-based version/provider
- Suspension



# Key messages from EDPS - Next steps

1. Compliance with Schrems II has a horizon
2. Primary addressee of investigation at this stage is the Commission – Lead contracting authority/cloud broker
  - Taking into consideration the imbalance in negotiation powers of EUIs
  - Thorough investigation by EDPS is needed
  - Conclusions to be applied by analogy to similar contracts (beyond Cloud II)
  - EUIs informed/involved as necessary (for Cloud II)
3. More guidance to EUIs – coming shortly
  - TIA guidance – based on final EDPB recommendations
  - Use of video-conferencing tools

# Key elements of the discussion (1)

1. Could supplementary measures and use of trusted third party provide a solution? (national case law – further analysis needed)
2. Can derogations offer a solution? Only for exceptional cases. EDPS to provide more guidance.
3. Existing versus new services: not to add more compliance issues.
4. Can the TIA really help us? – TIA can be part of DPIA, it must be a practical tool, not just paperwork. TIA is not only about assessment of law, but also measures.
5. EDPS prior authorisations – in specific cases, not by default necessary (as per Regulation)
6. Administrative arrangements – can be subject to prior authorisations.

# Key elements of the discussion (2)

1. Not a fit-for-all solution: need to individual transfer assessments
2. Converge of efforts – sharing of information
3. Interlink between procurement and data protection law: strong interplay; need to procure legal services in all cases.
4. Compliance needs to be implemented, cannot be just a point in the contract. Procurement contract must reflect the issue.
5. Data protection in tender procedures: selection vs. award criteria. Requirements to be included in tender specs.

To be continued...