



INSTRUCTION No. 10/...01.11.2018...

## FOR BENEFICIARIES

of the Interreg V-A Romania-Bulgaria Programme regarding the amendment of contract provisions following the entry into force of the Regulation No 679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

Having in mind the entry into force of the Regulation No 679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and the obligation resulting thereof,

Taking into consideration the provisions of art. 7 Rights and duties of the parties, paragraph 16, section Managing Authority of the subsidy contract, art. 7 Rights and duties of the parties, paragraph 11, section Managing Authority of the co-financing contract, art. 6 Rights and duties of the parties, paragraph 11, section Managing Authority of the monitoring agreement, Managing Authority issues the following:

## INSTRUCTION FOR BENEFICIARIES

**Article 1.** The provisions of the subsidy contracts are modified, as follows:

- **Article 9 “Confidentiality”**, a two new paragraphs are added:
- 6) Notwithstanding the obligations set forth by this contract and its Annexes concerning the provision of information and documents required by the authorized institutions/departments in order to perform audit and control activities, the parties hereby undertake to preserve the confidential nature of the Personal Data, according to the provisions of Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data by competent authorities for the purposes of the prevention, detection, investigation or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data, and repealing Council Framework Decision 2008/977/JHA and according to the provisions of the Regulation No 679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).



- 7) The Lead Beneficiary and the Beneficiaries shall not use confidential information for any other aim than fulfilling their obligations under this Contract unless otherwise agreed with the MA.
- After **Article 15 Force majeure**, a new Article is added. The rest of the articles are renumbered accordingly.

### ***§ 16 Protection of personal data***

- 1) Any personal data will be processed solely for the purposes of the performance, management and monitoring of this Contract by the MA and may also be passed to the bodies in charge with monitoring or inspection tasks according to Article 75 of the Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006 or any bodies/entities authorised by the MA. The Lead Beneficiary and the Beneficiaries will have the right of access to their personal data and the right to rectify any such data.
- 2) The Lead Beneficiary and the Beneficiaries shall limit access and use of personal data to that strictly necessary for the performance, management and monitoring of this Contract and shall adopt all appropriate technical and organisational security measures necessary to preserve the strictest confidentiality and limit access to this data.
- 3) Personal Data collection, processing and storage shall be performed according to the provisions of the Regulation No 679/2016 for the purpose of project implementation and monitoring, fulfillment of its objectives, as well as statistical purpose.
- 4) Personal Data, as classified by Regulation No 679/2016, shall be processed in accordance with the legislation aforementioned throughout the contractual period, including during the period of monitoring and verification of the contractual objectives, for the purpose and the legal basis for which this contract was concluded.
- 5) The parties shall take appropriate technical and organizational actions, according to their own responsibilities and institutional competencies, in order to ensure a proper Personal Data security level, during their processing and re-processing, their transfer to third-parties and publishing on internal or external public sources.
- 6) The parties shall ensure, according to their own responsibilities and institutional competencies, all the technical and organizational conditions to preserve the confidentiality, integrity and availability of Personal Data.



- 7) The parties shall inform and notify each-other about any security breaches regarding the processing of Personal Data related to this contract, in order for the required technical and organizational actions to be urgently adopted and the Romanian National Supervisory Authority for Personal Data Processing (ANSPDCDP) to be notified, according to the obligations arising from the provisions of Regulation No 679/2016.
- 8) The parties, through their representatives assigned to process the Personal Data related to this contract and its possible addenda, shall keep records of the processing activities according to Article 30 of the Regulation No 679/2016.
- 9) Each beneficiary/partner has the obligation of obtaining and keeping the records of the acknowledgements of the persons which are part of the project's target group, as well as of all the persons involved in the implementation of the project whose Personal Data are being used (e.g project team members, external experts, guests to events, etc.), for the activities in their responsibility, for the attainment and implementation of the project's objectives.

**Article 2.** The provisions of the co-financing contracts signed with Romanian beneficiaries are modified as follows:

- **Article 9 "Confidentiality"**, a new paragraph is added:
  - 6) Notwithstanding the obligations set forth by this contract and its Annexes concerning the provision of information and documents required by the authorized institutions/departments in order to perform audit and control activities, the parties hereby undertake to preserve the confidential nature of the Personal Data, according to the provisions of Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data by competent authorities for the purposes of the prevention, detection, investigation or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data, and repealing Council Framework Decision 2008/977/JHA and according to the provisions of the Regulation No 679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
  - 7) The Lead Beneficiary and the Beneficiaries shall not use confidential information for any other aim than fulfilling their obligations under this Contract unless otherwise agreed with the MA.
- After **Article 15 Force majeure**, a new Article is added. The rest of the articles are



renumbered accordingly.

### ***5 16 Protection of personal data***

- 1) Any personal data will be processed solely for the purposes of the performance, management and monitoring of this Contract by the MA and may also be passed to the bodies in charge with monitoring or inspection tasks according to Article 75 of the Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006 or any bodies/entities authorised by the MA. The Lead Beneficiary and the Beneficiaries will have the right of access to their personal data and the right to rectify any such data.
- 2) The Lead Beneficiary and the Beneficiaries shall limit access and use of personal data to that strictly necessary for the performance, management and monitoring of this Contract and shall adopt all appropriate technical and organisational security measures necessary to preserve the strictest confidentiality and limit access to this data.
- 3) Personal Data collection, processing and storage shall be performed according to the provisions of the Regulation No 679/2016 for the purpose of project implementation and monitoring, fulfillment of its objectives, as well as statistical purpose.
- 4) Personal Data, as classified by Regulation No 679/2016, shall be processed in accordance with the legislation aforementioned throughout the contractual period, including during the period of monitoring and verification of the contractual objectives, for the purpose and the legal basis for which this contract was concluded.
- 5) The parties shall take appropriate technical and organizational actions, according to their own responsibilities and institutional competencies, in order to ensure a proper Personal Data security level, during their processing and re-processing, their transfer to third-parties and publishing on internal or external public sources.
- 6) The parties shall ensure, according to their own responsibilities and institutional competencies, all the technical and organizational conditions to preserve the confidentiality, integrity and availability of Personal Data.
- 7) The parties shall inform and notify each-other about any security breaches regarding the processing of Personal Data related to this contract, in order for the required technical and organizational actions to be urgently adopted and the Romanian National Supervisory Authority for Personal Data Processing (ANSPDCDP) to be



notified, according to the obligations arising from the provisions of Regulation No 679/2016.

- 8) The parties, through their representatives assigned to process the Personal Data related to this contract and its possible addenda, shall keep records of the processing activities according to Article 30 of the Regulation No 679/2016.
- 9) Each beneficiary/partner has the obligation of obtaining and keeping the records of the acknowledgements of the persons which are part of the project's target group, as well as of all the persons involved in the implementation of the project whose Personal Data are being used (e.g project team members, external experts, guests to events, etc.), for the activities in their responsibility, for the attainment and implementation of the project's objectives.

**Article 3.** The provisions of the monitoring agreements signed with Romanian beneficiaries are modified as follows:

- **Article 8 "Confidentiality"**, a new paragraph is added:
  - 6) Notwithstanding the obligations set forth by this contract and its Annexes concerning the provision of information and documents required by the authorized institutions/departments in order to perform audit and control activities, the parties hereby undertake to preserve the confidential nature of the Personal Data, according to the provisions of Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data by competent authorities for the purposes of the prevention, detection, investigation or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data, and repealing Council Framework Decision 2008/977/JHA and according to the provisions of the Regulation No 679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
  - 7) The Lead Beneficiary and the Beneficiaries shall not use confidential information for any other aim than fulfilling their obligations under this Contract unless otherwise agreed with the MA.
- **After Article 14 Force majeure**, a new Article is added. The rest of the articles are renumbered accordingly.





### **§ 15 Protection of personal data**

- 1) Any personal data will be processed solely for the purposes of the performance, management and monitoring of this Contract by the MA and may also be passed to the bodies in charge with monitoring or inspection tasks according to Article 75 of the Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006 or any bodies/entities authorised by the MA. The Lead Beneficiary and the Beneficiaries will have the right of access to their personal data and the right to rectify any such data.
- 2) The Lead Beneficiary and the Beneficiaries shall limit access and use of personal data to that strictly necessary for the performance, management and monitoring of this Contract and shall adopt all appropriate technical and organisational security measures necessary to preserve the strictest confidentiality and limit access to this data.
- 3) Personal Data collection, processing and storage shall be performed according to the provisions of the Regulation No 679/2016 for the purpose of project implementation and monitoring, fulfillment of its objectives, as well as statistical purpose.
- 4) Personal Data, as classified by Regulation No 679/2016, shall be processed in accordance with the legislation aforementioned throughout the contractual period, including during the period of monitoring and verification of the contractual objectives, for the purpose and the legal basis for which this contract was concluded.
- 5) The parties shall take appropriate technical and organizational actions, according to their own responsibilities and institutional competencies, in order to ensure a proper Personal Data security level, during their processing and re-processing, their transfer to third-parties and publishing on internal or external public sources.
- 6) The parties shall ensure, according to their own responsibilities and institutional competencies, all the technical and organizational conditions to preserve the confidentiality, integrity and availability of Personal Data.
- 7) The parties shall inform and notify each-other about any security breaches regarding the processing of Personal Data related to this contract, in order for the required technical and organizational actions to be urgently adopted and the Romanian National Supervisory Authority for Personal Data Processing (ANSPCDPC) to be notified, according to the obligations arising from the provisions of Regulation No 679/2016.
- 8) The parties, through their representatives assigned to process the Personal Data related to this contract and its possible addenda, shall keep records of the processing activities according to Article 30 of the Regulation No 679/2016.



9) Each beneficiary/partner has the obligation of obtaining and keeping the records of the acknowledgements of the persons which are part of the project's target group, as well as of all the persons involved in the implementation of the project whose Personal Data are being used (e.g project team members, external experts, guests to events, etc.), for the activities in their responsibility, for the attainment and implementation of the project's objectives.

Article 4. This instruction entries into force at the date of its communication by the Joint Secretariat to the beneficiaries (via electronic email and postage on the Programme's website) and shall become part of the subsidy contract, co-financing contract and monitoring agreement signed with Romanian beneficiaries.

**Iulia HERTZOG**  
**Head of the Managing Authority for**  
**Interreg V-A Romania-Bulgaria Programme**

*01.11.2018*