



## PRIVACY STATEMENT

### on the protection of personal data in relation to the nomination of the members of the Mediation Board

The European Labour Authority (ELA), in its capacity as data controller, processes your personal data for the purpose of nominating mediators, experts, the chairperson and the deputy chair persons of the Mediation Board of ELA.

Said processing is done in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data (hereinafter referred to as 'EDPR')<sup>1</sup>.

#### Which personal data do we process?

The following data will be processed:

- Name and Surname
- Contact details (telephone number, email address)
- Name, address, phone number, functional mailbox and Member State of the national institution employing the nominated person
- Nationality
- Current position/ job
- Main responsibilities
- Professional background
- Language skills and
- Nomination role and appointment within the Mediation Board.

#### What is the legal basis for processing your personal data?

The processing of your personal data is necessary for the performance of the tasks and powers granted to ELA in its Founding Regulation<sup>2</sup>, in particular those pertaining to the mediation of disputes between the Member States<sup>3</sup>, and which the Agency carries out in the public interest<sup>4</sup>.

In addition, processing is also necessary for compliance with ELA's legal obligation<sup>5</sup> of establishing a Mediation Board<sup>6</sup>.

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<sup>1</sup> OJ L 295 21.11.2018, p. 39-98.

<sup>2</sup> [Regulation \(EU\) 2019/1149 of the European Parliament and of the Council of 20 June 2019 establishing a European Labour Authority, amending Regulations \(EC\) No 883/2004, \(EU\) No 492/2011, and \(EU\) 2016/589 and repealing Decision \(EU\) 2016/344; OJ L 186, 11.7.2019, p. 21–56.](#)

<sup>3</sup> Article 13 of ELA's Founding Regulation.

<sup>4</sup> Article 5(1)(a) of the EDPR.

<sup>5</sup> Article 5(1)(b) of the EDPR.

<sup>6</sup> Article 13 § 5 and 6 of ELA's Founding Regulation and Decision No 17/2021 of 10 November 2021 of the Management Board on the Rules of Procedure for mediation of ELA.

## **Who has access to your personal data and to whom is it disclosed?**

Access to your data will be given to ELA's designated staff members on a need-to-know basis, namely the:

- Executive Director
- Head of the Cooperation Support Unit
- ELA's staff in the Mediation Team

No other third parties will have access to your personal data, except if required by law.

## **How long do we keep your personal data?**

The following retention periods apply:

- Data pertaining to non-appointed candidates will be deleted within six months after the decision of the Management Board and end of selection procedure.
- Data pertaining to the successful appointed candidates will be kept until the end of their term of office as follows:
  - Chair, Mediators and Experts: 36 months
  - Deputy Chairs: 48 months

Data could be kept for longer periods in case there is an extension of the term of office or in case the candidate concerned continues hearing a dispute which was launched before the end of the term.

## **How do we protect and safeguard your data?**

All personal data is stored in Microsoft cloud. Microsoft has implemented appropriate security measures to ensure the protection of your personal data, including, but not limiting to:

- All data in transit over public networks between ELA and Microsoft, or between Microsoft data centers, is encrypted by default using strong encryption;
- Microsoft maintains Access Control mechanisms;
- Microsoft has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures;
- Microsoft is certified in the following ISO standards:
  - ISO 9001:2015 Quality Management Systems Standards;
  - ISO 22301:2012 Business Continuity Management Standard;
  - ISO/IEC 27001:2013 Information Security Management Standards;
  - ISO/IEC 27017:2015 Code of Practice for Information Security Controls;
  - ISO/IEC 27018 Code of Practice for Protecting Personal Data in the Cloud; and
  - ISO/IEC 27701 Privacy Information Management System (PIMS).

## **Do we transfer any of your personal data outside the EU/EEA territory?**

As a principle, data processed by Microsoft on behalf of ELA may not be transferred to, and stored and processed in, the United States or any other country in which Microsoft or its processors operate.

However, as Microsoft has data centers throughout the world, Standard Contractual Clauses<sup>7</sup> were included in the framework contract used by ELA to procure Microsoft services<sup>8</sup>, to ensure lawfulness of all transfers of data out of the European Economic Area.

**Does this processing involve automated decision-making, including profiling?**

No decision is taken by ELA on the basis of an automated processing of your personal data.

**What are your rights as a data subject and how can you exercise them?**

Within the limits set by the Regulation, you have the right to access, rectify, erase and/or port your personal data, as well as to restrict or object to the processing of your personal data.

In order to exercise your rights, please contact ELA Team mediation at [mediation@ela.europa.eu](mailto:mediation@ela.europa.eu), whereby you shall specify the right(s) you wish to exercise.

The exercise of your rights is free of charge. If your request is manifestly unfounded or excessive, ELA may refuse to act on it.

**Do you have a right to complaint?**

Should you feel that the processing infringes the data protection rules, you are entitled to raise a [complaint with the European Data Protection Supervisor](#).

**Whom to contact in case of doubts**

Should you have any question or doubt on this processing operation, you should contact ELA Team mediation at [mediation@ela.europa.eu](mailto:mediation@ela.europa.eu).

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<sup>7</sup> Article 48(2) (b) of the EDPR.

<sup>8</sup> Inter-Institutional Licensing Agreement and respective amendments signed with Microsoft.