



**AGREEMENT
BETWEEN
THE EUROPEAN COMMISSION**

AND

**THE ASSOCIATION
OF FORMER STAFF OF THE EUROPEAN UNION**

BETWEEN

the European Commission (hereinafter ‘the Commission’), represented by Mr Johannes Hahn (Commissioner for Budget and Administration) of the one part,

AND

the ‘Association of Former Staff of the European Union’ (hereinafter ‘the AIACE’), represented by Ms Dominique Deshayes (President of AIACE International) of the other part,

WHEREAS

- former staff and those entitled under them (hereinafter ‘pensioners’) maintain statutory links with the European institutions¹;
- the Commission – like the other European institutions – has a duty of care towards pensioners as regards any measures that might be applied to them;
- the number of pensioners is equivalent to over one-third of the number of officials and other servants in active employment, and that number is set to increase in the coming years;
- the Commission considers that any organisation representing pensioners must fulfil the following conditions in order to be regarded a ‘representative association’:
 - have a number of paid-up members representing at least 20% of the number of pensioners,
 - have, in at least nine Member States, a number of members residing in each of those Member States that represents at least 20% of the total number of pensioners residing in each of those States, and

¹ See in particular Articles 1e, 16, 17, 19, 72, 76, 76a, 77 to 85a, 86, 90, 90a to 90c and 91, Annex VIII — IX-Article 9-2 of the Staff Regulations of Officials of the European Union and the Conditions of Employment of Other Servants of the European Union.

- have statutes complying with the legislation in force in the Member States concerned;
- the Commission considers that any organisation fulfilling these conditions is empowered to sign an agreement identical to this text;
- the AIACE fulfils these conditions both in terms of representativeness and as a duly and legally constituted organisation operating on the basis of statutes and principles laid down by a general assembly through duly elected executive bodies;
- the AIACE both ensures that pensioners are appropriately represented and acts as an intermediary between them and the Commission, thereby rendering the Commission's task easier by helping to ensure that pensioners are better informed and assisting them in their dealings with the administration; it therefore performs an activity of common interest;
- in Article 1e of the Staff Regulations of Officials of the European Union (hereinafter 'the Regulations'²) it is stated that pensioners may have access to specific limited measures of a social nature and that those measures come under the social policy implemented by the Commissions following appropriate consultations;
- in so far as it is capable, the AIACE is called upon to play an important role as a partner in the implementation of this social action programme,

THE FOLLOWING IS AGREED:

Article 1

With due regard to the Commission's duty of care towards pensioners, the Commission and the AIACE shall conclude this Agreement with a view to establishing a precise framework defining their cooperation and partnership.

Article 2

The AIACE shall operate completely independently. It shall notify the Commission of any amendments to its statutes and forward to it a list of its officers. At the Commission's request it shall make available any information deemed useful by the Commission concerning the AIACE's modus operandi or its representativeness.

Article 3

1. The Commission shall take into consideration the opinions which the AIACE may issue on any proposal for a decision of a general, non-personal nature that is likely to affect pensioners' interests.

² Regulation No 31 (EEC), 11 (EAEC) laying down the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Economic Community and the European Atomic Energy Community (OJ 45, 14.6.1962, p. 1385).

2. Where negotiations are planned in connection with such proposals, the AIACE shall as a matter of course be invited to participate in the negotiations under existing social-dialogue procedures.

3. The Commission and the AIACE shall ensure that any information and documents concerning the proposals referred to in this Article are sent as soon as possible to the other parties.

4. The AIACE shall also be represented within the 'Technical Group on Remuneration' set up under the current social-dialogue procedures.

Article 4

1. Without voting rights, the AIACE shall attend the meetings of the following joint committees in accordance with those committees' standing orders and rules of procedure:

- the Staff Regulations Committee,
- the Management Committee for Sickness Insurance (SIMC),
- the Social Services Board (CASS),
- the Social Activities Committee (CAS),
- the Joint Welfare Committee (COPAS),
- any other committee replacing the above-mentioned committees.

2. the AIACE undertakes to comply with those committees' standing orders and rules of procedure.

3. If a new committee, working group or ad hoc group is set up in connection with social-dialogue procedures involving staff representatives and the nature of its work is likely to affect pensioners' interests, the Commission shall consider the most appropriate way of enabling the AIACE to play a role within that new body.

Article 5

1. For any administrative enquiries, the AIACE's direct interlocutor within the Commission's DG HR shall be the department responsible for relations with pensioners.

2. For any enquiries specifically concerning health insurance and pensions, the Commission shall designate contact persons at an appropriate level within the Office for the Administration and Payment of Individual Entitlements (PMO), and they shall be the AIACE's direct interlocutors.

3. The President and the Secretary-General of AIACE International shall be DG HR's and PMO's direct interlocutors. Where appropriate, the persons designated by the President and the Secretary-General of AIACE International may also raise matters relating to individuals, with the consent of the person concerned. Depending on the subjects to be dealt with, they may be assisted by other AIACE representatives.

4. Furthermore, in order to facilitate the exchange of information between the Commission and the AIACE concerning pensions and health insurance, a technical group on pensions and health insurance shall be established in which the PMO, DG HR and the AIACE are represented. The way in which the group operates shall be determined by mutual agreement between the parties.

Article 6

1. In accordance with the objectives set out in its statutes, the AIACE shall act as a channel of communication and ensure that pensioners' interests enjoy the widest possible representation within EU bodies and institutions and, if necessary, are defended. In such matters it shall be the Commission's interlocutor and shall help to ensure that pensioners are better informed and are assisted in their dealings with the administration (*helpdesk* function). In addition, the AIACE shall ensure – in particular through its individual country sections – that pensioners' interests are represented vis-à-vis the authorities in the home Member State and, if necessary, are defended in respect of administrative and social matters.

2. The Commission considers that the AIACE's activities described in paragraph 1 of this Article serve the common interest. It shall make logistical support available to the AIACE in order to enable the latter to achieve its objectives and operate more smoothly, in accordance with the provisions set out in Annex 1 to this Agreement. Furthermore, if the Commission considers it necessary to do so in order to uphold EU law, it shall support the AIACE in its dealings with national authorities.

Article 7

1. In implementing Article 1e(1), second sentence of the Staff Regulations, the Commission and the AIACE shall cooperate in implementing a programme of specific social actions for pensioners with a particular view to supporting and assisting them.

The Commission shall consult the competent joint committee on this matter. The programme and the breakdown of the specific actions shall be determined and approved by both parties at the beginning of each financial year and at the latest by 1 March. It may form part of a multiannual action plan.

2. Should the aforementioned specific actions involve a financial commitment, they shall be financed out of the financial assistance referred to in Article 8 of this Agreement.

3. The Commission and the AIACE shall assess the actions undertaken at the end of each financial year and at the latest by 15 March of the following financial year. An activity report concerning the assessment shall be drawn up by mutual agreement.

Article 8

In implementing Article 1e(1), second sentence of the Staff Regulations, the Commission shall within the scope of its budget grant annual financial assistance to the AIACE for the implementation of specific social actions for pensioners which the AIACE is in a position to carry out. The Commission shall consult the competent joint

committee on this matter. The aforementioned actions shall be established by mutual agreement between the two parties pursuant to the provisions set out in Annex 2 to this Agreement.

Article 9

1. The Commission and the AIACE shall undertake to process personal data relating to the implementation of this Agreement in accordance with Regulation (EU) 2018/1725³ and Regulation (EU) 2016/679⁴, respectively.

2. The Commission and the AIACE shall be separate controllers within the meaning of Article 3(8) of Regulation (EU) 2018/1725 and Article 4(7) of Regulation (EU) 2016/679 for most of the processing of personal data that they carry out under this Agreement.

3. The Commission and the AIACE shall also act as processors within the meaning of Article 3(12) of Regulation (EU) 2018/1725 and Article 4(8) of Regulation (EU) 2016/679 for certain processing of specific personal data carried out under this Agreement. The subject-matter and duration of this specific processing, the nature and purpose thereof, the categories of personal data and of data subjects, and also the Commission's and the AIACE's obligations and rights are set out in Annexes 3 and 4 respectively.

Article 10

The Commission shall inform the other European institutions that this Agreement has been concluded.

Article 11

This Agreement shall replace the Agreement signed by the parties on 29 February 2008.

Article 12

Three years after this Agreement has been signed, either party may ask for it to be revised.

Done at Brussels, [xxxxxxx]

³ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 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, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39).

⁴ Regulation (EU) 2016/679 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 and on the free movement of such data (OJ L 119, 4.5.2016, p. 1.).

For the AIACE

For the Commission

Dominique Deshayes
President of AIACE International
Commission

Johannes Hahn
Member of the

Logistical support and defrayal of related costs

Article 1

1. In Brussels, the Commission shall make available to the AIACE (in accordance with its needs, to the extent deemed reasonable by the Commission and depending on the space available) appropriate accommodation units located within the Commission's buildings and intended to house the Office of the International Presidency and the Belgian section of the AIACE. This arrangement shall not preclude a subsequent move to an alternative location.

2. In other countries where there is an AIACE section, the Commission shall make available to the relevant section (to the extent deemed reasonable by the Commission and in accordance with the section's needs and the space available), appropriate accommodation units located within Commission Representations in those countries or on premises under the Commission's control.

3. The Commission agrees that, in workplaces where other Union institutions are present, such facilities may be provided in whole or in part by those institutions.

Article 2

The Commission shall make available to the Office of the International Presidency of the AIACE and to the country sections (to the extent deemed reasonable by the Commission and in accordance with their respective needs and financial resources) suitable furniture and IT equipment, together with the translation, interpreting, reproduction and communication facilities needed in order to enable the AIACE to operate smoothly. If the Commission lacks the necessary premises, it must liaise with the other institutions and agencies in order to find an appropriate solution.

Article 3

The Commission shall also make available to AIACE a home page on the pensioner portal.

Article 4

Costs for the printing, design, layout, enveloping, dispatching and postage of AIACE International's newsletter (e.g. VOX), other newsletters issued by the AIACE's individual country sections and any other publications sent only to AIACE members shall be borne by the Commission. The AIACE's members have agreed to receive these publications.

Article 5

The costs of participation by AIACE representatives in social-dialogue procedures and in joint committees (see Articles 4, 7 and 8 of this Agreement) shall be borne by the Commission under the rules applicable to experts.

Implementing provisions for Article 8

Article 1

The social actions referred to in Article 8 of this Agreement shall be eligible for the following assistance from the Commission, the principle of which is accepted by the Commission:

- services on the part of the secretarial staff providing a social *helpdesk*;
- services provided by a qualified welfare officer/(welfare) nurse for pensioners and/or a person qualified to deal with welfare matters;
- services provided by a consultant/administrative adviser for pensioners;
- training of volunteers to provide social support;
- setting up of a telephone helpline;
- writing, printing and distribution of guides and brochures;
- insurance premiums relating to social-support activities carried out by volunteers, including the establishment of a system for the reimbursement of volunteers' travel expenses;
- other social support activities, including remote assistance;
- certain specific actions involving a financial commitment and carried out by the Commission and/or the AIACE.

This list may be modified if both parties agree.

Article 2

The AIACE shall submit an application for financial assistance to the Commission in good time, in order to enable the Commission to analyse the application and pay the financial assistance. Supporting financial documents shall be sent no later than one month prior to AIACE International's General Assembly. Once the payment has been made by the Commission, the AIACE shall administer it and may make certain bank transfers to its country sections in accordance with the breakdown indicated in its application.

Article 3

In connection with the preliminary draft budget, the AIACE shall forward to the Commission (wherever possible before 15 February) an estimate of the expenditure planned for the social actions that it intends to carry out in the following financial year.

Article 4

The AIACE shall send to the Commission a statement of its expenditure on social actions (together with supporting documents and a report on the results obtained) no later than one month before AIACE International's General Assembly for the following financial year.

If none or only part of the amounts granted have been used for the specific actions, the Commission shall order them to be recovered (including accrued interest).

Data processing operations

The Parties to the agreement must ensure compliance with Regulation (EU) 2018/1725 and Regulation (EU) 2016/679 respectively.

For some specific processing operations, the Commission acts as the controller while AIACE acts as the processor. For other specific processing operations, AIACE acts as the controller while the Commission acts as the processor.

Processing by a processor must be governed by a contract that is binding on the processor with regard to the controller. The Parties have agreed to the clauses laid down in Annex 4 regarding their rights and obligations as controller and processor in order to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 and Article 29 (3) and (4) Regulation (EU) 2018/1725 specifically.

Those specific processing operation are described shortly below, while indicating the respective roles of the Commission and AIACE, the subject matter and duration of the processing, the nature and purpose of the processing and the type of personal data and categories of data subjects.

- 1) Support for pensioners in difficulty

Roles of the Commission and AIACE

Controller:

Name: European Commission, DG HR, unit HR.D.2

Address: PLB 3, P1/165, 1049, Brussels

Contact person's name, position and contact details: Head of Unit HR.D.2, e-mail: HR-BXL-AIDE-PENSIONNES@ec.europa.eu; telephone: +32 229 59098

Processor:

Name: AIACE International

Address: VM 18, 3/13, 1049, Brussels

Contact person's name, position and contact details: General Secretary, phone: +32 229 52960, e-mail: AIACE-INT@ec.europa.eu

Subject matter and duration of the processing,

The subject matter is providing support for pensioners in difficulty.

The controller only keeps the personal data for the time necessary to fulfil the purpose of processing, i.e. until the social situation is solved or at the latest 3 years after the death of the pensioner.

Nature and purpose of the processing

HR.D.2 collects and uses personal information to provide aid for social interventions (socio-economic, socio-psychologic, socio-family, socio-medical and/or sociologic difficulties) to pensioners or their family members in the context of Article 1e of the Staff Regulations. This help is directly provided by the social workers of the EC. With the agreement of the pensioner, volunteers of AIACE can notably be asked by the assigned social worker of the EC to provide administrative help, accompany pensioners for administrative procedures or accompany them to avoid isolation. For more information regarding this processing operation, you can refer to the Record DPR-EC-02017 available in the public register of the Data Protection Officer.

Type of personal data

The type of personal data processed depend on the nature of the assistance requested and may be the following: identification data; financial data; medical data; social data; judicial data. The categories of personal data are further detailed in Record DPR-EC-02017.

Categories of data subjects

Pensioners or dependents of deceased staff entitled to social assistance from the European Commission.

- 2) Printing and sending to AIACE members paper copies of the publications of AIACE International and its national sections.

Roles of the Commission and AIACE

Controller(s):

Name: AIACE International

Address: VM 18, 3/13, 1049, Brussels

Contact person's name, position and contact details: General Secretary, phone: +32 229 52960, e-mail: AIACE-INT@ec.europa.eu

Processor(s):

Name: Commission européenne, DG HR, Unit HR.D.2

Address: PLB 3, P1/165, 1049, Brussels

Contact person's name, position and contact details: Head of Unit HR.D.2, e-mail: HR-BXL-AIDE-PENSIONNES@ec.europa.eu; telephone: +32 229 59098

Subject matter and duration of the processing,

The subject matter is printing and sending to AIACE members paper copies of the publications of AIACE International and its national sections.

The controller only keeps the personal data for the time necessary to fulfil the purpose of processing, i.e. for the duration of the membership to AIACE members and/or until AIACE members remove their consent.

Nature and purpose of the processing

AIACE collects and uses personal information to print and send to its members paper copies of the publications of AIACE International and its national sections. AIACE International and its national sections prepare those publications, while the Commission provides logistical support for sending out the paper copies of those publications to the list of AIACE members who have provided their valid consent to AIACE. This includes the preparation of the labelled envelopes including the publications and the shipping to AIACE members.

Type of personal data

The type of personal data processed are identification data and contact details. The categories of personal data are further detailed in the relevant data protection record of AIACE.

Categories of data subjects

All pensioners or dependents of deceased staff entitled to social assistance from the European Commission who have provided their consent to AIACE.

Rights and obligations of the Parties when acting as controller or processor

1. Rights and obligations of the Parties when acting as controller

Any person whose personal data is processed by the Party that acts as data controller in relation to the specific processing operations covered by Annex 3 to this agreement has specific rights as a data subject under Chapter III of Regulation (EU) 2018/1725 and Chapter III Regulation (EU) 2016/679, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.

Should any person whose personal data is processed in relation to this agreement have any queries concerning the processing of its personal data, it shall address itself to the Party that acts as data controller. They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the European Data Protection Supervisor (under Regulation (EU) 2018/1725) or supervisory authority (under Regulation (EU) 2016/679).

2. Rights and obligations of the Parties when acting as processor

The processing of personal data by the Party that acts as processor shall meet the requirements of Regulation (EU) 2018/1725 and/or Regulation (EU) 2016/679 and be processed solely for the purposes set out by the other Party that acts as controller.

More specifically, the Party that acts as processor shall:

(a) process the personal data only on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Union or Member State law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

(b) grant personnel access to the data to the extent strictly necessary for the processing operation described in this agreement. The processor must ensure that personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality;

(c) take all measures required pursuant to Article 33 of Regulation (EU) 2018/1725 and Article 32 of Regulation (EU) 2016/679;

(d) respect the conditions referred to in paragraphs 2 and 4 of Article 29 of Regulation (EU) 2018/1725 and paragraphs 2 and 4 of Article 28 of Regulation (EU) 2016/679 for engaging another processor;

(e) taking into account the nature of the processing, assist the controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of Regulation (EU) 2018/ and Regulation (EU) 2016/679. The processor shall inform without delay the controller about data subject's requests;

(f) assist the controller for the fulfilment of its obligations pursuant to Article 33 to 41 under Regulation (EU) 2018/1725, and Articles 32 to 36 of Regulation (EU) 2016/679 to:

- i. ensure compliance with its data protection obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users;
- ii. notify a personal data breach to the European Data Protection Supervisor or the supervisory authority;
- iii. communicate a personal data breach without undue delay to the data subject, where applicable;
- iv. carry out data protection impact assessments and prior consultations as necessary.

(g) notify relevant personal data breaches to the controller without undue delay and at the latest within 48 hours after the processor becomes aware of the breach. In such cases, the processor shall provide the controller with at least the following information:

- i. nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- ii. likely consequences of the breach;
- iii. measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

h) immediately inform the data controller if, in its opinion, an instruction infringes Regulation (EU) 2018/1725, Regulation (EU) 2016/679, or other Union or Member State data protection provisions;

i) maintain a record of all data processing operations carried on behalf of the controller, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties;

j) notify the controller without delay of any legally binding request for disclosure of the personal data processed on behalf of the controller made by any national public authority, including an authority from a third country. The processor may not give such access without the prior written authorisation of the controller;

k) ensure that the duration of processing of personal data by the processor will not exceed the period established by the controller. Upon expiry of this period, the processor shall, at the choice of the controller, return, without any undue delay in a commonly agreed format, all personal data processed on behalf of the controller and the copies thereof or shall effectively delete all personal data unless Union or national law requires a longer storage of personal data;

l) ensure that the localisation of and access to the personal data processed by the processor complies with the following:

- i. the personal data shall only be processed within the territory of the European Union and the European Economic Area and will not leave that territory;
- ii. the data shall only be held in data centres located with the territory of the European Union and the European Economic Area;
- iii. no access shall be given to such data outside of the European Union and the European Economic Area;
- iv. the processor may not change the location of data processing without the prior written authorisation of the controller;
- v. any transfer of personal data under the agreement to third countries or international organisations shall fully comply with the requirements laid down in Chapter V of Regulation (EU) 2018/1725 and Regulation (EU) 2016/679.