

Ver. 10/30/2023  
DE 31/07/2023

**Annex 1**  
**Data sharing Agreement**

**BETWEEN**

Università Degli Studi di Milano represented by its Rector, Elio Franzini (data exporter)

**AND**

El Colegio de México represented by its President, Silvia Elena Giorguli Saucedo (data importer)

hereinafter, jointly or individually, referred to as "Partners/ Partner" or "Joint Controllers/Controller"

**Preamble**

This Agreement governs the rights and obligations of the controllers in relation to the co-processing of personal data with regard to Cooperation and Exchange Agreement working under the Memorandum of Understanding between El Colegio de México and Università Degli Studi di Milano "Main Contract". This Agreement applies to all activities Application where Partners' employees or contractors process personal data as part of the cooperation.

**1. Definitions**

1.1 The definitions according to Art. 4 of the General Data Protection Regulation (GDPR).

**2. Joint controllers**

2.1 The Partners agree that they are joint controllers within the meaning of Art. 4 No. 7 GDPR in connection with Art. 26 GDPR. The subject of the processing results from Annex 1 of this agreement.

**3. Duration of the Agreement**

3.1 The term of this Agreement shall be dependent on the term of the Main Contract. It shall end automatically with the Main Contract, without requiring a separate termination. An isolated premature termination of this Agreement is excluded. However, the Partners can mutually replace this Agreement with a new one also during the term of the Main Contract. The right of Exceptional Termination, as defined in the following paragraph, remains unaffected. Insofar as obligations arise for the Parties from the provisions of this Agreement that extend beyond the end of the contract, they shall also remain in effect after the termination.

3.2 Either Partner may terminate the Main Contract and this Agreement at any time without notice ("Exceptional Termination") if the other Partner commits a serious breach of data protection regulations or of the provisions of this Agreement. A serious breach shall be deemed to have occurred if one Partner fails to fulfil or has failed to fulfil to a considerable extent the obligations specified in this Agreement, in particular the agreed technical and organizational measures.

3.3 In the event of minor infringements by one Partner, the other Partner shall set a reasonable deadline for remedy. If the remedy is not provided on due time, it shall be entitled to Exceptional Termination.

3.4 In the event of Exceptional Termination, the Partner responsible for the termination shall reimburse the other Partners for all costs arising from the premature termination of the main contract or this contract.

**4. Obligations of the data exporter**

4.1 The data exporter warrants and undertakes that the personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.

## 5. Purpose limitation

5.1 The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex 1. It may only process the personal data for another purpose:

- (i) where it has obtained the data subject's prior consent;
- (ii) where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iii) where necessary in order to protect the vital interests of the data subject or of another natural person.

## 6. Transparency

6.1 In order to enable data subjects to effectively exercise their rights pursuant to Clause 13, the data importer shall inform them, either directly or through the data exporter:

- i. of its identity and contact details;
- ii. of the categories of personal data processed;
- iii. of the right to obtain a copy of these Clauses;
- iv. where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 11.

6.2 Paragraph 6.1 shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.

6.3 On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.

6.4 Paragraphs 6.1 to 6.3 are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679:

<https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?url=CELEX:32016R0679&qid=1688034985970>

## 7. Accuracy and data minimisation

7.1 Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.

7.2 If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.



7.3 The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

## **8. Storage limitation**

8.1 The data importer shall retain the personal data for no longer than necessary for the purpose(s) for which it is processed. It shall put in place appropriate technical or organisational measures to ensure compliance with this obligation, including erasure or anonymisation of the data and all back-ups at the end of the retention period.

## **9. Security of processing**

9.1 The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the personal data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter "personal data breach"). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.

9.2 The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

9.3 The data importer shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

9.4 In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.

9.5 In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the data importer shall without undue delay notify both the data exporter and the competent supervisory authority pursuant to Clause 16. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.

9.6 In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data exporter, together with the information referred to in paragraph 9.5, points ii) to iv), unless the data importer has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case, the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.

9.7 The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

## **10. Sensitive data**

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of

uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences (hereinafter 'sensitive data'), the data importer shall apply specific restrictions and/or additional safeguards adapted to the specific nature of the data and the risks involved. This may include restricting the personnel permitted to access the personal data, additional security measures (such as pseudonymisation) and/or additional restrictions with respect to further disclosure.

## **11. Onward transfers**

11.1 The data importer shall not disclose the personal data to a third party located outside the European Union (in the same country as the data importer or in another third country, hereinafter 'onward transfer') unless the third party is or agrees to be bound by these Clauses, under the appropriate Module. Otherwise, an onward transfer by the data importer may only take place if:

- (i) it is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question;
- (iii) the third party enters into a binding instrument with the data importer ensuring the same level of data protection as under these Clauses, and the data importer provides a copy of these safeguards to the data exporter;
- (iv) it is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;
- (v) it is necessary in order to protect the vital interests of the data subject or of another natural person; or
- (vi) where none of the other conditions apply, the data importer has obtained the explicit consent of the data subject for an onward transfer in a specific situation, after having informed him/her of its purpose(s), the identity of the recipient and the possible risks of such transfer to him/her due to the lack of appropriate data protection safeguards. In this case, the data importer shall inform the data exporter and, at the request of the latter, shall transmit to it a copy of the information provided to the data subject.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

## **12. Processing under the authority of the data importer**

12.1 The data importer shall ensure that any person acting under its authority, including a processor, processes the data only on its instructions.

## **13. Data subject rights**

13.1 The data importer, where relevant with the assistance of the data exporter, shall deal with any enquiries and requests it receives from a data subject relating to the processing of his/her personal data and the exercise of his/her rights under these Clauses without undue delay and at the latest within one month of the receipt of the enquiry or request. The data importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.

13.2 In particular, upon request by the data subject the data importer shall, free of charge:



- (i) provide confirmation to the data subject as to whether personal data concerning him/her is being processed and, where this is the case, a copy of the data relating to him/her and the information in Annex 1;
- (ii) rectify inaccurate or incomplete data concerning the data subject;
- (iii) erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party beneficiary rights, or if the data subject withdraws the consent on which the processing is based.

13.3 Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.

13.4 The data importer warrants that shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter "automated decision"), which would produce legal effects concerning the data subject or similarly significantly affect him / her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lays down suitable measures to safeguard the data subject's rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:

- (i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and
- (ii) implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view and obtain review by a human being.

13.5 Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the request or refuse to act on the request.

13.6 The data importer may refuse a data subject's request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.

13.7 If the data importer intends to refuse a data subject's request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

#### 14. Redress

14.1 The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

#### 15. Liability

15.1 Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

15.2 Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.

15.3 Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

15.4 The Parties agree that if one Party is held liable under previous paragraph, it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.

15.5 The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

## **16. Supervision**

16.1 The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

16.2 The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

## **17. Local laws and practices affecting compliance with the Clauses**

17.1 The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

17.2 The Parties declare that in providing the warranty in paragraph 17.1, they have taken due account in particular of the following elements:

- (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
- (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;
- (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

17.3 The data importer warrants that, in carrying out the assessment under paragraph 17.2, it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

17.4 The Parties agree to document the assessment under paragraph 17.2 and make it available to the competent supervisory authority on request.



17.5 The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph 17.1, including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph 17.1.

17.6 Following a notification pursuant to paragraph 17.5, or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 20.4 and 20.5 shall apply.

## **18. Notification**

18.1 The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

- (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
- (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

18.2 If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

18.3 Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

18.4 The data importer agrees to preserve the information pursuant to paragraphs 18.1 to 18.3 for the duration of the contract and make it available to the competent supervisory authority on request.

18.5 Paragraphs 18.1 to 18.3 are without prejudice to the obligation of the data importer pursuant to Clause 17.5 and Clause 20 to inform the data exporter promptly where it is unable to comply with these Clauses.

## **19. Review of legality and data minimisation**

19.1 The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful

under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 17.5.

19.2 The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

19.3 The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

## **20. Non-compliance with the Clauses and termination**

20.1 The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

20.2 In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 17.4.

20.3 The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

- (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph 20.2 and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
- (ii) the data importer is in substantial or persistent breach of these Clauses; or
- (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

20.4 Personal data that has been transferred prior to the termination of the contract pursuant to paragraph 20.3 shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

20.5 Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of



the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

#### **21. Documentation and compliance**

21.1 Each Party shall be able to demonstrate compliance with its obligations under these Clauses. In particular, the data importer shall keep appropriate documentation of the processing activities carried out under its responsibility.

21.2 The data importer shall make such documentation available to the competent supervisory authority on request.

#### **22. Resolution of disputes with data subjects or the authority**

22.1 In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

22.2 Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

#### **23. Governing law**

23.1 These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Italy.

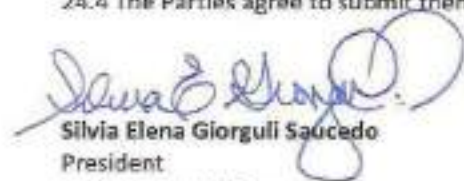
#### **24. Choice of forum and jurisdiction**

24.1 Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.

24.2 The Parties agree that those shall be the Court of Milan (Italy).

24.3 A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.

24.4 The Parties agree to submit themselves to the jurisdiction of such courts.



Silvia Elena Giorguli Saucedo  
President  
El Colegio de México  
Signature



**IL RETTORE**  
**Elio Franzini**

Elio Franzini  
Rector  
Università degli Studi di Milano  
Signature



## ANNEX 1.1

### A. List of parties

#### Data exporter(s):

1. Name: Università degli Studi di Milano.

Address: Via festa del perdono, 7 – 20122 Milano.

Contact person's name, position and contact details: Giacomo Petrini, International mobility office,  
[incomingexchange@unimi.it](mailto:incomingexchange@unimi.it)

Activities relevant to the data transferred under these Clauses: Filing, statistics, orienting, study plan,  
career.

Signature and date:  25 / July / 2023

Role: Extra EU Incoming students office.

#### Data importer(s):

1. Name: El Colegio de México.

Address: Carretera Picacho Ajusco 20, Ampliación Fuentes del Pedregal, Tlalpan, 14110, Mexico City,  
Mexico.

Contact person's name, position and contact details: Perla Bouchan Correa, Legal Department,  
[pbocuchan@colmex.mx](mailto:pbocuchan@colmex.mx)

Activities relevant to the data transferred under these Clauses: Filing, statistics, orienting, study plan,  
career.

Signature and date:  11 / July / 2023

Role: Liaison unit for personal data.

### B. Description on transfer

Categories of data subjects whose personal data is transferred.

*PhD students.*

Categories of personal data transferred.

*Transcript of records, CVs, health insurance, passports.*

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into  
consideration the nature of the data and the risks involved, such as for instance strict purpose limitation,  
access restrictions (including access only for staff having followed specialised training), keeping a record of  
access to the data, restrictions for onward transfers or additional security measures.

*N/a.*

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

*Continuous basis.*

Nature of the processing.

*Recording and storage.*

Purpose(s) of the data transfer and further processing.

*Implementation of the cooperation and exchange agreement.*

The period for which the personal data will be retained

*As long as the agreements signed are valid.*



### C. Competent supervisory authority

*Identify the competent supervisory authority/ies in accordance with Clause 16*

The Italian Data Protection Authority

### ANNEX 2 – TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, considering the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

*Based on articles 3, 16, 16, 65 and other applicable articles of the General Law on Protection of Personal Data Held by Obligated Subjects; Article 116 of the General Law on Transparency and Access to Public Information and 113, section I of the Federal Law on Transparency and Access to Public Information, as well as the Thirty-eighth of the General Guidelines on Information classification and declassification, as well as for the elaboration of public versions.*

- *Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services*
- *Measures for user identification and authorisation*
- *Measures for the protection of data during transmission*
- *Measures for the protection of data during storage*
- *Measures for ensuring physical security of locations at which personal data are processed*
- *Measures for ensuring events logging*
- *Measures for ensuring system configuration, including default configuration*
- *Measures for internal IT and IT security governance and management*