



TECHNICAL SPECIFICATIONS

Object of this contract: storage, custody and destruction of visa request files processed by the Spanish Embassy in New Delhi (India); search and provision of concrete files for its perusal, upon Embassy's request.

1. Storage and custody

The contractor must ensure that it has the capacity to store and custody all the boxes with files provided by the Embassy while this agreement is in force (including extensions). In particular, it will be in charge of keeping the files for the time period established in the Law (2 years for the approved visa request files, 5 years for the dismissed ones)

In this year 2022, Embassy's storage needs are approximately equal to 2.500 file boxes, but every month the Embassy generates 120 new ones, and other 50 could be subject to deletion, due to the age of its files.

Each cardboard box has room for around 55 files, and has the following approximate dimensions: 41 x 25.5 x 32.5 (in cm.) o 16 x 10 x 12 ¾ (in inches).

The files must stay in the same boxes in which they were placed, until its deletion. The box code, also provided by the Embassy, must also be maintained, without prejudice to additional systems of numeration (e.g. topographical indexes), adopted by the contractor to locate the files expeditiously.

Due to their nature, the files' documents contain petitioners' personal data. The space where the files are going to be kept must comply with the security measures established by the relevant regulations. In particular, access must not be granted to staff not belonging to the contractor, saving for Embassy's personnel, upon their request or if it's necessary.

2. Transport

Frequency: each month, the contractor will go to the Embassy to transport to its premises the agreed number of files boxes.

Procedure: previously, Embassy and contractor will agree by e-mail on a date and time, as well as a number of boxes to be transported. The contractor will visit the Embassy on the agreed date and time, with a vehicle with the enough capacity to load them.

The contractor will process on time and proactively the administrative permissions necessary to get vehicle access to the Embassy's premises.

The transport must be done following the usual security norms. The contractor's staff is bounded to the confidentiality duty regarding the personal information it accesses and handles, and it will comply at any time with the relevant personal data protection clauses.



3. Deletion

Frequency: each month, upon Embassy's permission, the contractor will delete the approved visa request files older than 2 years, and the dismissed visa request files older than 5 years.

Procedure: the contractor will put in place the necessary devices to determine which files have to be destroyed, according to their age. It will send an e-mail to the Embassy, to obtain its permission (an order signed by the Consul). A civil servant will be commissioned to attend the removal operation and sign a written record, in compliance with the Law. The record will show the date and the range of the files that have been removed. In the next trip to the Embassy, the contractor will bring back the boxes and folders where the destroyed files had been kept.

4. Queries of concrete files

Frequency: weekly

Procedure: each week, the Embassy will send an e-mail to the contractor with a list of concrete files it needs to consult. The contractor will search for them and serve them at the Embassy's premises within a week's time. The following week it will collect them and take them back to the store.

5. Trips to the Embassy

The contractor will be able to go to the Embassy's premises, to provide the described services, from 9 a.m. to 2 p.m. (except Saturdays, Sundays or holidays), during the Embassy's work time.

The contractor can perform several different actions in the same trip (receive new file boxes, provide Embassy with files for their perusal, collect files already examined, or bring back cardboard boxes of files that had been removed).

6. Service Details

On the date of the signature of this technical specifications sheet, the contractor presents and signs a proforma invoice and the proposal of the services that it should facilitate to the Embassy. In this proposal it specifies:

- The storage space's address
- The features of the vehicle used for the transport of the file boxes
- The features of the storage space (dimensions, enclosure, guarantee of secure access)
- The features of the boxes' installation units (shelves' materials, dimensions)
- The devices put in place to sort and locate the files
- The address for the files' deletion

When contacting the Embassy, the contractor will address its communications to the Visa and Chancery Sections' mailboxes.

7. Service Transfer

If, upon the conclusion of the present agreement, its service object is granted to another entity, the contractor will collaborate during the file boxes' transfer process, in the agreed manner and timing.



PERSONAL DATA PROTECTION CLAUSES

Pursuant to this agreement, the contractor is going to carry out a processing of personal data on behalf of the Embassy, and, hence, acts as processor, in the sense of the definition 4.8 of the 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, and repealing Directive 95/46/EC (henceforth, GDPR). This norm is to be applied, as well as the Spanish Organic Law 3/2018, of 5th of December, on Personal Data Protection and safeguard of digital rights (LOPDGDD).

General Duties

The contractor must 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, it shall inform the Embassy of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. Therefore, the contractor cannot use the data for any purpose other than the services to which this contract refers, or to use them for its own purposes.

The contractor must ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. To that effect, it will guarantee the necessary training on personal data protection for its staff authorized to process data of this nature.

If the contractor intends to engage another processor for carrying out specific processing activities on behalf of the controller, it will not do it without prior specific or general written authorisation of the Embassy. In the case of general written authorisation, the contractor shall inform the Embassy of any intended changes concerning the addition or replacement of other processors, thereby giving it the opportunity to object to such changes. The same data protection obligations as set out in the contract shall be imposed on that other processor by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil its data protection obligations, the initial processor (the contractor) shall remain fully liable to the Embassy for the performance of that other processor's obligations.

Taking into account the nature of the processing, the contractor will assist the Embassy by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of its obligation to respond to requests for exercising the data subject's rights (access, rectification, erasure, restriction of processing, data portability, objection)

The contractor will assist the Embassy in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR (i.e. security measures, notification of data breaches to the supervisory Authority or affected data subjects, data protection impact consultations, prior consultations), taking into account the nature of processing and the information available to it.

At the choice of the Embassy, the contractor will delete or return all the personal data to the controller after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the personal data.

The contractor will make available to the Embassy all information necessary to demonstrate compliance with the abovementioned obligations and allow for and contribute to audits, including inspections, conducted by the



Embassy or another auditor mandated by it. It shall immediately inform the Embassy if, in its opinion, an instruction infringes this Regulation or other Union or Member State data protection provisions.

Where necessary, the contractor will appoint a data protection officer and provide his/her name and contact details to the Embassy.

Security Measures

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the contractor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- a. the pseudonymisation and encryption of personal data;
- b. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- c. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- d. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

Record of Processing Activities

The contractor shall maintain a record of all categories of processing activities carried out on behalf of the Embassy, containing, among other details, the categories of processing carried out on behalf of each controller; the transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1) GDPR, the documentation of suitable safeguards; and, lastly, where possible, a general description of the technical and organisational security measures referred in the previous section.

Notification of Violations of Security of Personal Data

The contractor shall notify the Embassy without undue delay (within a maximum of 48 hours) of any breaches of the personal data under its responsibility that come to its attention, providing, moreover, all the information required to document and report the incident. Should it possess such information, the contractor shall provide, at least, the following:

- a. description of the 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;
- b. communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- c. describe the likely consequences of the personal data breach;
- d. describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.



Duty of Confidentiality

The contractor is bound by the duty of secrecy and confidentiality deriving from this contract during the term thereof, and shall remain bound by said duty, depending on the type of the information concerned, during the maximum periods set forth in applicable prevailing legislation.

The contractor shall ensure that persons authorized to process personal data have committed themselves, expressly and in writing, to respect the confidentiality of the data and to apply the corresponding security measures, which the Embassy shall stipulate accordingly.

The contractor shall maintain the documentation evidencing compliance with the obligation set forth in the previous paragraph, at the Embassy's disposal.