

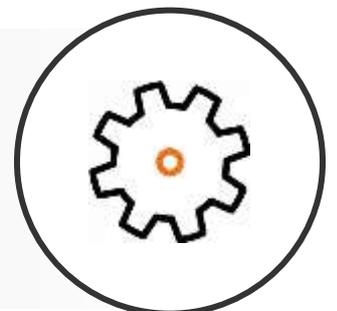


The world-leading
wood pellet certification

ENplus[®] Privacy statement

*Handling confidential and
personal information*

JULY 30TH, 2021



Foreword

The European Pellet Council (EPC) is an umbrella organisation founded in 2010, representing the interests of the European wood pellet sector. Its members are national pellet associations or related organisations from European countries as outside Europe. EPC is an organisational part of Bioenergy Europe.

EPC is a platform for the pellet sector to discuss the issues that need to be managed in the transition from a niche product to a major energy commodity. These issues include standardization and certification of pellet quality, safety, security of supply, education, and training, as well as the quality of pellet using devices.

In respect of this the EPC is the governing body for the ENplus® quality certification scheme for all countries outside Germany and DEPI is the governing body for the ENplus® quality certification scheme in Germany.

Table of Contents

Foreword	2
1. Scope	3
2. Normative references	4
3. Terms and Definitions	5
4. Purpose of information collection and processing	7
5. Requirements for protection of sensitive information	8
6. Personal information	10
Annex A: Personal information notice	13

1. Scope

- 1.1. This document describes the requirements for protection of confidential and personal information that are collected by the **ENplus® International Management** and **ENplus® National Licensers** within the ENplus® scheme.
- 1.2. The **ENplus® National Licensers** shall collect information on behalf of the **ENplus® International Management** and all collected information are fully disclosed to the **ENplus® International Management** following the requirement for confidentiality and data protection described in this document.
- 1.3. The **ENplus® National Licensers** shall develop procedures additional to this document where required by the applicable national legislation (see also chapter 5.3).
- 1.4. The scope of data collected is defined by the relevant ENplus® documentation and include:
 - a) Data relating to ENplus® certified companies;
 - b) Data relating to ENplus® listed certification and testing bodies;
 - c) Data relating to entities involved in the ENplus® standard setting activities;
 - d) Data relating to the ENplus® complaints and fraud resolution process;
 - e) Data relating to bodies involved in the ENplus® scheme governance, including **ENplus® National Licensers**, ENplus® National Promoting Associations, and DEPI.

2. Normative references

The following referenced documents are indispensable for the application of this document as defined in its specific requirements. For dated references, only the relevant edition applies. For undated references, the latest edition of the referenced document (including any amendment) applies.

Directive (EU) 2016/943 of the European Parliament and of the Council of 8 June 2016 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure.

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 (General Data Protection Regulation).

Federal Law of the Kingdom of Belgium on the 30th July 2018 on the protection of business secrets

ISO/IEC 17020:2012, *Conformity assessment — Requirements for the operation of various types of bodies performing inspection*

ISO/IEC 17065:2012, *Conformity assessment — Requirements for bodies certifying products, processes and services*

3. Terms and Definitions

For the purposes of this document, the following terms and definitions apply.

3.1 Business information

Information supplied by businesses in the course of professional duties and in the context of the certification and inspection activities. Some of this information may contain confidential information (such as trade secrets) or information publicly available.

3.2 Confidential information

Information that meets the following cumulative conditions:

- It is known only to a limited number of persons; and
- Its disclosure is liable to cause serious harm to the person/company who provided it or to third parties; and,
- The interest liable to be harmed by the disclosure of confidential information are, objectively, worthy of protection.

SOURCE: Modified from EU Communication 2020/C 242/01.

3.3 Copyrighted information

Information related to a creative work subject to copyrights.

3.4 Data controller

Entity that determines the purposes for which and the means by which personal data is processed.

NOTE: Within the ENplus® scheme, the ENplus® International Management is considered as being the data controller.

SOURCE: Modified from Recitals (74), (79) and (81) of EU Regulation 2016/679.

3.5 Data processor

Entity that processes personal data only on behalf of the **data controller**.

NOTE: Within the ENplus® scheme, the ENplus® National Licensers are considered as being the data processor.

SOURCE: Modified from Art.4, EU Regulation 2016/679.

3.6 Data subject

Any identified or identifiable natural person, whose personal data is processed by the controller responsible for the processing.

3.7 ENplus® International Management

Bioenergy Europe AISBL represented by the European Pellet Council (EPC), governing body of the ENplus® certification scheme with overall responsibility for the management of the ENplus® scheme outside Germany

3.8 Personal information

Any information that relates to an identified or identifiable living individual. Different pieces of information, which collected together can lead to the identification of a particular person, also constitute personal data.

SOURCE: Modified from Art.4, EU Regulation 2016/679.

3.10 ENplus® National Licenser

Governing body of the ENplus® scheme appointed by the ENplus® International Management to manage the ENplus® scheme within a respective country

3.11 Trade secret

valuable piece of information for an enterprise that is treated as confidential and that gives that enterprise a competitive advantage.

SOURCE: EU Directive 2016/943 of 8 June 2016.

3.12 Sensitive information

Information that is subject to legal protection shall be considered as sensitive. Sensitive information includes personal information, confidential information and information covered by anticompetition law.

4. Purpose of information collection and processing

- 4.1. The **ENplus® International Management** and the **ENplus® National Licensers** shall only collect, store, process and use information about entities engaged in the ENplus® scheme (1.2) and their activities for the purposes of governance of the ENplus® scheme, including:
- a) Licensing activities in relation with the ENplus® copyright and trademark protected material;
 - b) Identification of the supply chain of ENplus® certified products;
 - c) Listing of ENplus® certification and testing bodies and implementation of the Certification Integrity Programme;
 - d) Monitoring and investigation of fraud cases;
 - e) Investigation and management of complaints related to ENplus® certification;
 - f) Other activities of the ENplus® scheme governance, including implementation of the Governance Integrity Programme.
- 4.2. The collected information shall be limited to information that is relevant for the ENplus® certification and governance of the ENplus® scheme; the disclosure request shall be proportionate.
- 4.3. The personal information, such as contact details of ENplus® certified companies and other entities representatives and contact persons, shall only be collected for the purposes of the governance of the ENplus® enabling communication with those entities.

5. Requirements for protection of sensitive information

- 5.1. The **ENplus® International Management** and **ENplus® National Licensers** shall follow all applicable legislation in relation with protection of personal data and confidential information.
- 5.2. The **ENplus® International Management** shall regularly assess the legality of the scheme requirements with the Belgian legislation and the EU legislation, including anticompetition law.
- 5.3. The **ENplus® National Licensers** shall regularly assess the applicable legislation in their respective countries and, where necessary, establish procedures additional to this document to ensure compliance with the national applicable legislation. The **ENplus® National Licensers** are fully liable for any non-compliance with the national applicable legislation and the **ENplus® International Management** shall not be deemed responsible for non-compliance towards the legislation of **ENplus® National Licensers'** countries.
- 5.4. The **ENplus® International Management** and **ENplus® National Licensers** shall consider all collected information that is not publicly available as **sensitive information** and shall not disclose it to third parties, except in the following cases:
- a) The information is publicly known or subsequently becomes publicly known through no fault of the ENplus® scheme;
 - b) The third party provides specific services in connection with the ENplus® scheme and is bound by confidentiality obligations;
 - c) The owner of the information consents to disclose it;
 - d) It is required by law.
- 5.5. The **ENplus® International Management** and **ENplus® National Licensers** may process the **confidential information** to anonymise it and aggregate it with other data in such a manner that the aggregated data does not identify anyone and cannot be used to derive any of the confidential information.
- 5.6. The **ENplus® International Management** and **ENplus® National Licensers** shall take necessary measures to prevent the collected **sensitive information** from being used for other purpose than specified in chapter 4, and shall ensure that:
- a) The ENplus® certified company's gives as a part of the ENplus® trademark license contract consent with the disclosure of their business information and its processing by third parties, in accordance with this document. The contract signature shall be considered as an eligibility requirement for the ENplus® certification. Upon the termination of the ENplus® certification services, the information on ENplus® certified companies is stored for a maximum period of 1 year, except when a different statutory deadline is established by law. After this time, the information shall be destroyed or returned to its owner.
 - b) The ENplus® listed certification and testing bodies give as a part of the ENplus® listing contract consent with the disclosure of their business information and its processing by third parties, in accordance with this document. The contract signature shall be considered as an eligibility requirement for the ENplus® listing of certification and testing bodies.

- c) Declaring the information to the ENplus® scheme shall not relieve the company of their declaration and registration obligation towards the law. The **ENplus® International Management** does not have any claim towards the data processed for the sole purpose of confirming its compliance with the scheme requirements.
- d) The type of collected information shall be identified. The **sensitive information** shall be treated in accordance with the requirements of this document.
- e) Personnel having access to **sensitive information** are properly identified and authorised. The authorised personnel shall :
- Be working for the ENplus® scheme governance with the need to access the sensitive information to perform their task and responsibilities;
 - Sign confidentiality forms or non-disclosure agreements;
 - Be properly trained in protection of **sensitive information**;
 - Not share their personal access codes to computers, information systems and databases consisting of **sensitive information**;
 - Be subject to disciplinary actions for wilful negligence in the handling of **sensitive information**.
- f) The **sensitive information** on paper documents shall be protected by securing the information in individual files that shall be locked in restricted storage.
- g) The **sensitive information** that has been digitalised or otherwise presented in an electronic media must be stored in secured formats. Any electronic database with the **sensitive information** shall have sufficient level of protection against unauthorised access.
- h) Any third party providing specific services in connection with governance of ENplus® scheme that is allowed to access the **sensitive information** shall sign a non-disclosure agreement or similar agreements, in particular, in relation to antitrust provisions and breach of confidentiality.

5.7. The **ENplus® National Licensers** shall promptly notify the **ENplus® International Management** in writing of any security incident affecting **sensitive information**. The **ENplus® National Licensers** shall reasonably cooperate with the **ENplus® International Management** in the investigation and correction of the security incident, and its communication. The **ENplus® International Management** shall promptly notify the **ENplus® National Licensers** in writing of any security incident affecting **sensitive information** of entities relating to their respective country.

6. Personal information

- 6.1. The **ENplus® International Management** and **ENplus® National Licensers** operating in the EU jurisdiction shall comply with all applicable legislation regarding the processing of personal data, including the General Data Protection Regulation or "GDPR", as of 25 May 2018.
- 6.2. The **ENplus® International Management** shall act as **data controller**, and may also act as data **processor**. The **ENplus® National Licensor** may process **personal data** on behalf of the **ENplus® International Management**, in which case the **ENplus® National Licensor** shall be considered the **data processor**.
- 6.3. Upon request from the **data subject**, the **ENplus® International Management** and/or **ENplus® National Licensers** shall confirm whether or not personal data concerning him or her are being processed.
- 6.4. The **ENplus® International Management** may work with contracted third parties acting as **data processors** to assist it in exercising its ENplus® scheme governance function, and may disclose personal information to third parties for such purposes provided that third party and its affiliates are bound by confidentiality obligations.
- 6.5. The **Processor** shall:
 - 6.5.1. only process personal data if one of the following conditions apply:
 - a) clear and unambiguous consent was given to the **Controller** and / or **Processor**;
 - b) as necessary for performance of the contract and further to the documented instructions and on behalf of the **ENplus® International Management**;
 - c) processing is necessary for the compliance with a legal obligation of the Controller or **Processor**;
 - d) processing is necessary to protect the vital interests of the subject or for the public interest as defined in the Regulation (EU) 2016/679.

- 6.5.2. upon the termination of the certification services, the information may be stored for a maximum period of 1 year, except when a different statutory deadline is established by law.
- 6.5.3. ensure that all necessary technical and organisational measures are in place to protect **personal data** against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and all other unlawful forms of processing, each incident in relation to the foregoing being referred to hereinafter as a "Security Incident";
- 6.5.4. promptly notify the **ENplus® International Management** in writing of any Security Incident affecting **personal data** processed by the **Processor** pursuant to this contract within one (1) business day following the occurrence of the Security Incident or immediately upon learning of the Security Incident, whichever is later; the notice shall summarise in reasonable detail the impact of the Security Incident on Bioenergy Europe and any data subjects who may be affected by it;
- 6.5.5. reasonably cooperate with the **ENplus® International Management** in the latter's investigation of the Security Incident and not make any public announcement regarding the Security Incident without the **ENplus® International Management** prior written consent;
- 6.5.6. reimburse the **ENplus® International Management** for all reasonable remediation costs incurred by Bioenergy Europe if the Security Incident is attributable to the **Processor**;
- 6.5.7. promptly inform the **ENplus® International Management** in writing of any request (e.g. for access or erasure), objection or complaint by a data subject or supervisory authority and reasonably cooperate with Bioenergy Europe in handing the request, objection or complaint;
- 6.5.8. only process **personal data** within the European Economic Area or in countries outside the European Economic Area which have been recognised by the European Commission as offering an adequate level of protection (collectively the "Permitted Countries") and not grant access to or transfer personal data (or any other information processed by the **Processor** on behalf of the **ENplus® International Management**) to a recipient located outside the Permitted Countries, unless the **ENplus® International Management** has consented in writing to such access or transfer; the **ENplus® International Management** may, at its sole discretion, make its written consent subject to the fulfilment of further conditions (e.g. the conclusion of EU model clauses);
- 6.5.9. not work with any subcontractors, unless the **ENplus® International Management** has given its prior written approval for subcontracting;
- 6.5.10. take all necessary steps to ensure the reliability and trustworthiness of its staff members who have access to **personal data** and ensure that all staff members and agents authorised to access **personal data** may only do so if they are required to treat the **personal data** as confidential, except where disclosure of the data is required in order to properly perform their duties or comply with an obligation of EU or Member State law to which the **Processor** is subject, in which case the **Processor** shall inform Bioenergy Europe of the applicable legal requirement prior to disclosure of the **personal data** unless the law prohibits the communication of this information on significant grounds of public interest;
- 6.5.11. upon termination of the contract, delete or return all **personal data** to the **ENplus® International Management**, at **ENplus® International Management's** choice in accordance with their retention policy, unless EU or Member State law requires storage of the **personal data**;

6.5.12. where required by applicable data protection laws, assist the **ENplus® International Management** in complying with its obligations under these laws.

6.6. The **ENplus® International Management** and **ENplus® National Licensers** shall ensure through technical and organizational measures a complete protection of any personal information processed through the ENplus® Certification Platform, website, and events; in accordance with the General Data Protection Regulation (GDPR).

6.7. Upon request from the **data subject**, the **ENplus® International Management** and **ENplus® National Licensers** shall provide information about his or her **personal data** stored at any time and a copy of this information. Furthermore, the subject shall have access to the following information:

- a) The purposes of the processing.
- b) The categories of personal data concerned.
- c) The recipients or categories of recipients to whom the personal data have been or will be disclosed.
- d) Where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period.
- e) The existence of the right to request from the controller rectification or erasure of personal data, or restriction of processing of personal data concerning the data subject, or to object to such processing.
- f) The existence of the right to lodge a complaint with a supervisory authority: the Belgian Commission for Protection of Privacy or a supervisory authority in a country where the **ENplus® National Licensor** is located.
- g) Where the personal data are not collected from the data subject, any available information as to their source.

6.8. The **ENplus® International Management** and/or **ENplus® National Licensers** shall ensure that the **data subject** has a right to obtain information as to whether **personal data** are transferred to a third country or to an international organisation. Where this is the case, the **data subject** shall have the right to be informed of the appropriate safeguards relating to the transfer.

6.9. Upon request from the **data subject**, the **ENplus® International Management** and/or **ENplus® National Licensers** shall rectify inaccurate information related to him or her.

6.10. Upon request from the **data subject**, the **ENplus® International Management** and/or **ENplus® National Licensers** shall delete the personal data concerning him or her without undue delay, as long as the processing is not necessary to fulfil the contracted services.

6.11. The **ENplus® International Management** and/or **ENplus® National Licensers** shall ensure that the **data subject** has the right to withdraw his or her consent to processing of his or her personal data at any time. If the data subject wishes to exercise the right to withdraw the consent, he or she may, at any time, contact the **ENplus® International Management**.

Annex A: Personal information notice

The ENplus® trademark licensing contract and the ENplus® listing contract with commencement date entails the processing of personal data by the **ENplus® International Management** and/or **ENplus® National Licensers**. The details of such processing, which shall only take place on documented instructions of Bioenergy Europe, are the following:

- > **subject-matter of the processing:** governance of the ENplus® scheme, including delivery of the ENplus® trademark licensing services.
- > **duration of the processing:** the term of certification period. Upon the termination of the certification services, the information may be stored for a maximum period of 1 year, except when a different statutory deadline is established by law.
- > **nature and purposes of the processing:** the performance of the certification and licensing services require a limited amount of personal information to contact the contact person.
- > **type of personal data:**
 - > Full name,
 - > phone number,
 - > Professional email address,
 - > Job function and title
- > **categories of data subjects:**
 - > Certified companies' employees and legal representatives,
 - > ENplus® listed certification and testing bodies employees and legal representatives,
 - > Service providers' contact persons and legal representatives,
 - > Contractual partners contact persons and legal representatives,
 - > Fraud reporters,
 - > Complaints reporters.
- > **obligations and rights of the ENplus® International Management as the data controller:** (as set out in this document).



The world leading
Certification for pellets

We are a world-leading, transparent, and independent certification scheme for wood pellets. From production to delivery, we guarantee quality and combat fraud along the entire supply chain.

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