

## PUBLIC SELECTION NOTICE FOR THE APPOINTMENT OF THE PROFESSIONAL SERVICES OF A DATA PROTECTION OFFICER

### Art. 1

The present procedure is aimed at selecting an individual who wants to enter into a contract to perform the activity of Data Protection Officer DPO as indicated by art. 37 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. The activities the DPO needs to perform will be as follows:

- a) advise whenever required and periodically inform in writing, at least on a monthly basis, the controller or the processor, as well as employees who carry out processing of data, of their obligations pursuant to this Regulation and to other Union or Member State data protection provisions;
- b) ensure the compliance with the regulation, and of other Union or Member State data protection provisions, as well as policies of the controller or of the processor for data protection, including assignment of responsibilities, awareness-raising and training of staff that's involved in processing and in connected control activities;
- c) provide, if required, advice about the impact assessment on data protection and monitor its application according to article 35 of the Regulation (EU) 2016/679;
- d) cooperate with supervisory authorities;
- e) act as point of contact with supervisory authorities for issues related to processing including the prior consultation referred to in Article 36 of Regulation (EU) 2016/679, and to consult, where appropriate, with regards to any other matter;
- f) act as reception centre for data flows that can currently be estimated at approximately 200 access requests per year.

The data protection officer shall in the performance of his or her tasks have due regard to the risk associated with processing operations, taking into account the nature, scope, context and purposes of processing.

### Art. 2

The collaboration will be performed personally by the selected individual, in complete independence, without subordination restrictions and non-exclusively, for at least 150 hours, half of which in the office, having signed a specific contract.

### Art. 3

The collaboration, which will last one year, provides a total annual remuneration of euro 5,000.00 (five-thousand) gross of tax, and social security and welfare contributions, paid in two tranches of the same amount on a six-month basis.

### Art. 4

The requirements examined in the selection process, without which the received application will not be taken into consideration and thus discarded from the procedure itself, are:

1. Italian citizenship or of a Member State of the European Union.
2. Capacity to exercise civil and political rights.

3. Not having been convicted of any criminal offences that exclude the right to vote or prevent the practice of the profession.
4. Having no conflict of interest with the European Infrastructure EMSO ERIC for having taken on roles, so consultancy services, against the interest of the Infrastructure itself.
5. Not having other reasons for incompatibility to perform consultancy services in the interest of the European Infrastructure EMSO ERIC.
6. Knowledge of the English language, both spoken and written. This condition represents a prerequisite to perform the work.
7. Competence and experience: at least five years of experience in the management of data processing/information security procedures with documentation of the experience.
8. At least five years of experience related to the employment as DPO with documentation of the experience.
9. Attendance of studies/professional courses and/or training related to the management of data processing.

Candidates will have to attach to their application a dated and signed copy of their work curriculum indicating their express consent to the processing of personal data according to GDPR 2016/679; all qualifications and documents that can be used for the comparative selection purposes.

#### Art. 5

Candidates must attach to the application the appropriate documentation, originals or copies (reserving the right to demand the originals), which proves the qualifications and the professional experience possessed. In the hypothesis of the deposition of copies of the documents, candidates can produce a sworn statement in lieu of the statutory declaration, according to art. 47 of Presidential Decree 445/2000. The sworn statement in lieu of the statutory declaration must be accompanied by a photocopy, uncertified, of an identity document of the underwriter.

#### Art. 6

The application form, printed on plain paper, duly signed and accompanied by a photocopy of the identity document, must be hand delivered to the legal headquarters of EMSO ERIC in Rome, Via di Vigna Murata n. 605, fiscal code 97908370584 and VAT number 14062811006, legally represented by Prof. Juan José Dañobeitia Canales, in his role as Director General or sent via PEC (certified email address) to [eric-emso@legal.email.it](mailto:eric-emso@legal.email.it) at the latest **by 12.00 of 7 September 2018** (the date and time of the protocol for the hand delivery or the time of receipt of the PEC will be used as proof) – also attaching the curriculum vitae, as well as necessary documentation to prove the qualifications and professional experience possessed or, in alternative the sworn statement made according to art. 47 of Presidential decree 445/2000.

Applicants must expressly declare to accept what is provided by art. 12 of the present notice. EMSO ERIC reserves the right to verify the veracity of produced declarations, as well as requesting the related documentation before signing the collaboration contract.

The envelope containing the application form must present on the outside the name of the candidate and the object of the selection notice.

In the application form the candidates must also provide the domicile where they want to receive any communication related the selection, as well as a telephone number, date and place of birth, email or PEC (certified email) address, fiscal code and/or VAT number.

The participation in the present comparative procedure does not give rise to an obligation of signing the contract by the Infrastructure.

The application to the selection process for this notice means a full acceptance of condition of the notice, of the total awareness of the autonomous nature of the work relationship.



#### Art. 7

The selection is performed according to the evaluation of the curriculum vitae and of required requisites of art. 4, assigning a score according to criteria set in art. 8.

The selection of the candidate will be made by a specific internal commission nominated by EMSO ERIC.

#### Art. 8

The assigned score will be determined as follows:

- for competences and experience as in art. 4 point 7, one point will be awarded for each year of experience in excess of 5 years;
- for competences and experiences as in art. 4 point 8 related to the employment as DPO, 1 to 5 points will be assigned according to the characteristics of the companies and of the institutions for which the candidate performs or has performed the role of DPO;
- for competences and experiences as in art. 4 point 9, 1 to 5 points will be awarded according to the number and characteristics of the courses.

In the case of equal scores, the CV will be examined and after that the date and time of receipt of the application.

#### Art. 9

The winning candidate will be notified via PEC (certified email address) and – following an interview – will be invited to sign a collaboration contract.

#### Art. 10

The appointment will take effect upon the signing of the contract for the duration of one year.

#### Art. 11

Pursuant to GDPR 2016/679 we inform that EMSO ERIC undertakes to comply with confidential nature of the information provided by candidates: all provided data will be processed only for purposes connected and instrumental to the selection process and to the possible and management of the relationship with the institution, in full respect of existing provisions.

For further information it is possible to contact Dr. Angela Vulcano at:

Tel.06.45431040 email address [angela.vulcano@emso-eu.org](mailto:angela.vulcano@emso-eu.org)

#### Art. 12

The institution reserves the right to not sign the contract should it at its final incontestable discretion decide to nominate the DPO with a different procedure from the present notice.

Rome, 24 July 2018

