

Berlin data protection officer to carry out video

conferences during the contact restrictions

The precautionary measures to contain the corona pandemic

to restrictions in almost all areas of daily life. Around

avoiding physical proximity between people as much as possible

in many cases that professional contacts are no longer personal,

but held over the network. If more than two or three people

If you want to have a conversation together, telephone

and held video conferences. Many companies and authorities

then well-functioning offers for their implementation and provide

next back to checking whether they also claim data protection

can be taken.

With this text, the Berlin Commissioner for Data Protection and Information

Freedom of information to the companies and authorities subject to their supervision

and other institutions information on the requirements for use

of video conferencing systems and describe the risks that

standing if they are not complied with. To avoid these risks

or at least to reduce it and the data protection regulations

are to be observed, those responsible are called upon to

but not data protection-compliant solutions as soon as possible through data

to replace or to improve accordingly.

Personal data in video conferences

Personal data play a role when conducting video conferencing

role in two ways: first, the spoken word

itself contain information about individuals. Second fall at

the implementation of a video conference, data about the participants

and participants, i. H. their contact details, their names and details

informed of the time and place of their participation in the conference. Below are on

in any case, data on employees of the institution hosting the videoconference

organized, and possibly data about their interlocutors, be it

Business partners, employees of other institutions or private

fathers.

Basic requirements and recommendations

☐ Video telephony and video conferencing should be over encrypted channels

be settled. This applies both to switching the connection

genes as well as the transmission of audio and video data.

☐ If you do not use the video conferencing solution yourself and with

reasonable effort (which would be preferable), then

you can use a reliable video conferencing service

gen. The prerequisite is that you have an order processing contract

Friedrichstr. 219

10969 Berlin

Visitor entrance:

Puttkamer Str. 16-18

Telephone: (030) 13889-0

Fax: (030) 215 50 50

mailbox@datenschutz-berlin.de

office hours

daily 10 a.m. - 3 p.m., Thurs. 10 a.m. - 6 p.m

(or by appointment)

reachability

U6: Kochstr.

close with him and the operator does not provide any information about the authorized and their communication or the use of the software for processed for general purposes or passed on to third parties.

The service provider should process the data in the European Union, a country of the European Economic Area or in a country deemed to be the same in the applicable country and also have their registered office there. The

Equivalence is determined by the European Commission (see

<https://ec.europa.eu/info/law/law-topic/data-protection/international-di->

[mension-data-protection/adequacy-decisions_de](https://ec.europa.eu/info/law/law-topic/data-protection/international-di-mension-data-protection/adequacy-decisions_de)). Alternatively, he can

data export are based on the conclusion of a contract whose

Text of the standard contractual clauses approved by the EU Commission

selen (see below). The requirement also applies to all subcontractors

mer, which the service provider makes use of.

☐ Unless it is excluded by encryption that the over-

communicated audio and video data by the provider.

can be taken, it is recommended that only providers in the European

European Union or the European Economic Area,

if sensitive data is discussed within the video conference

should. Persons subject to professional secrecy may only use service providers who

may be prosecuted in the event of a breach of confidentiality.

Medical service providers may only be certified service providers

use, see <https://www.kbv.de/html/videosprechstunden.php>.

risks

A major risk is that during the video conference, listened to or the contents recorded and further evaluated the, possibly to the detriment of the people attending the conference taken or talked about. The risk is on greatest when sensitive topics are addressed in the exchange such as B. the state of health or the political views of a Person.

Third parties may attempt to establish a conversation between the parties to listen to the user and the operator of the offer or to cut. But also the operator of the video conference system himself may have an interest or be officially obliged to to make a cut, be it just to adjust the quality of the transmission judge, be it because the recording was made on behalf of third parties for their purposes follows.

Video conferencing systems are usually designed in such a way that when driver service the unencrypted images and sounds converge.

This enables him to control the flow of data and send the data to the abilities adapt the capabilities of the devices of the participants. It can also be that the performance of recordings forms part of the offer.

It is therefore generally unavoidable that at least the operator service authorized or unauthorized recordings can be made whether with his knowledge or against his will. Only services where n the data is encrypted on one end device and only on can be decrypted again by the remote station – so-called end end-to-end encryption – ensure that no such

cuts can be made by the operator.

You should know: Telecommunications secrecy protects you when you use it of video conferencing systems against the provider. It stretches refers to the operator of your Internet connection, but not to yours

(Version 1.2 of July 3, 2020)

- 3 -

video conferencing service. This is a loophole in the law that the European recognized by the legislature. He has committed member states to at the end of this year the protection on "interpersonal communication services", including to public web and video conferencing systems.

dilate These will then meet the strict requirements of the telecommunications communication law, including telecommunications secrecy ses. However, the old, incomplete rules still apply.

You therefore have no choice: you must contact the provider of your video conferencing trust service. However, you can at least contractually bind him the. You are also obliged to do this. Because you don't just contribute to the not only to protect your own rights, but also to protect your employees and communication partners. What is to be regulated by contract stipulates the legislature. Reputable providers therefore have a subcontract.

However, enforcement will go far for you and the named persons more difficult if your contractual partner is based outside Europe European Union and European Economic Area, so you can find yourself in the would have to turn to a court in a foreign jurisdiction in the event of a conflict order that may not protect your rights as well like the European one. In order to counteract this circumstance, the Euro

European Commission developed standard contractual clauses (<https://eur-lex.europa.eu/legal-content/DE/TXT/?uri=CELEX%3A32010D0087>). Only

However, their full application unfolds the intended comprehensive the protection of your interests and the interests of the persons concerned.

The obligations from the standard contractual clauses must therefore not be be restricted.

This protection also extends to risks arising from the evaluation of the Circumstances of communication or other data for their own purposes provider or for third-party purposes. These risks also exist

in the formation of personality and usage profiles of the conversation

Participants who are advertising, political or through competitors and misused to recruit staff. To create such a profile

exclude education, you must provide the provider with such an evaluation

prohibit However, many providers keep the evaluation in their

ren General Terms and Conditions. In such a case would be

individual usage agreements required. seems more promising

a change of provider.

recommendations

First of all, you should check whether tele-

phone conferences could be sufficient to achieve the desired vote and

bring about each other. These can be much more easily

be carried out properly.

If video conferencing is necessary, it is best to use your own service

in the source text of publicly available software (open source software)

deliver. The use of commercial software is also a matter of course

possible as long as it is ensured that this software does not itself store data

via your employees or their communication partners to the manufacturer or to third parties for their own purposes. You can also fall back on the support of a service provider for the operation. Unfortunately, especially for small institutions, it is hardly affordable with moderate effort, a well-functioning data protection-compliant solution to operate the solution or have it operated.

(Version 1.2 of July 3, 2020)

- 4 -

At the next level, we recommend you to check if one of the solutions from European providers meets your needs. Fulfills a solution to your business needs, then check the provider can be expected to process the data only within the permissible framework and in particular not to third parties contrary to European data protection law - including foreign authorities - that he is sufficient

Data security (e.g. through certification) can prove to you the encryption of the data transmission is guaranteed and ready with to conclude a legally compliant order processing contract for you eat.

The provider must also explain to you whether he uses service providers Outside the European Union or the European Economic Area to provide the service. Some providers only act as a reseller of services from US companies. At least leave a significant part of the service to non-European companies of the same group of companies. In the In the last two cases you win a European portable contact person. However, this does not guarantee

that the provider adheres to EU law in the event of a conflict and not to his
cold right.

In the latter case, as well as when directly commissioning one of the
non-European providers with a significant market share - as a rule
based in the USA - in addition to the questions that also apply to purely European
European providers play a role, which entails additional risks
and check the legal guarantees.

Unfortunately, some of the providers who offer technically mature solutions
provide genes that the data protection requirements have not yet.

This currently applies (as of July 3, 2020) e.g. B. on the services Blizz, Cisco Web
bEx, Cisco WebEx via Telekom, Google Meet, GoToMeeting, Microsoft
Teams, Skype, Skype for Business Online and Zoom too. With NETWAYS
Web Services Jitsi, Sicherheit-videokonferenz.de, TixeoCloud, Werk21 Big-
However, BlueButton and Wire are available as alternatives that
meet protection requirements.

For a detailed assessment, we refer to our "Notes for
liner responsible for providers of video conferencing services", the regular
moderately updated and the data available at [https://www.datenschutz-ber-](https://www.datenschutz-berlin.de/infothek-und-service/themen-a-bis-z/corona-Pandemic.html)
[lin.de/infothek-und-service/themen-a-bis-z/corona-Pandemic.html](https://www.datenschutz-berlin.de/infothek-und-service/themen-a-bis-z/corona-Pandemic.html)

are. If the provider you are considering is not in this
be included in the list, to facilitate your check, you will find
website also referred to our "Recommendations for Auditing
contract processing contracts from providers of video conferencing services",
the certain frequently observed deficiencies in order processing
contracts.

Organizational regulations

Finally, forget about organizational regulations for the videoconferencing in your institution does not. These should present the procedure to be observed when recording a video conference should, and possibly also contain provisions on which topics in a video conference should not be spoken. In the regulations should the contact details of persons who are subject to data protection law in case of doubt or in the event of information technology problems, give lung. It should also explain how to proceed if a violation of the protection of personal data is suspected.

(Version 1.2 of July 3, 2020)

- 5 -

Above all, those professional groups who work with particularly sensitive data work, for example in a medical or psychological context Consultations should focus in particular on compliance with data protection respect legal principles. The use of platforms for videoconferencing often involves a variety of risks that must be carefully weighed against the benefits.

Conclusion

Even in this time of an extremely accelerated and sometimes overthrown digitization of the world of work, the protection of personal data are always considered. Where the urgency of the current measures to be taken does not allow this to the necessary extent, must be continuously improved. If data protection law Imponderables or even grievances occur, these must be reported immediately remedy.

(Version 1.2 of July 3, 2020)