936-031219

 Procedure No.: PS/00247/2019

RESOLUTION R/00296/2020 TERMINATION OF THE PROCEDURE FOR PAYMENT

VOLUNTEER

In sanctioning procedure PS/00247/2019, instructed by the Agency

Spanish Data Protection Agency to GLOBAL BUSINESS TRAVEL SPAIN S.L.U.,

In view of the complaint filed by A.A.A., and based on the following,

BACKGROUND

FIRST: On March 30, 2020, the Director of the Spanish Agency for

Data Protection agreed to initiate a sanctioning procedure against GLOBAL BUSINESS

TRAVEL SPAIN S.L.U. (hereinafter, the claimed party), by means of the Agreement

transcribe:

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Procedure No.: PS/00247/2019

935-240719

AGREEMENT TO START A SANCTION PROCEDURE

Of the actions carried out by the Spanish Agency for the Protection of

Data and based on the following

FACTS

FIRST: On 02/13/2019 it had entry in the Spanish Protection Agency

of Data (AEPD) a claim from D.ª A.A.A. (hereinafter, the claimant) against

the entity GLOBAL BUSINESS TRAVEL SPAIN, S.L.U., with NIF B85376630 (in

later, the claimed one).

The claimant states as a basis for her claim that an employee of

the claimed company has accessed your health data and has communicated it, to the

least, two other employees of that entity.

It states that the head of Prevention of Occupational Risks opened, scanned and

e-mailed to his immediate boss, with a copy to her, the results of the

medical tests that were carried out in a recognition promoted by the company and

no, as would have been correct, only the report issued by the Mutual with the conclusion

fit or unfit for work. He adds that the Mutual had sent the company

claimed the results of your medical tests in a sealed envelope addressed to your

care and that your health data was also communicated to other people in the

company as D.ª B.B.B.

The claimant explains that she has rendered her services in the claimed entity

as a company travel agent until 01/02/2019 and that on 10/15/2018 it was

a medical examination at the Mutua Valore Prevention that was necessary to

joining to work in the facilities of a client company that required the "apt

doctor" for outside workers to access the building. That, made the

tests, and pending the results of the analysis, the Mutual provided him with a suitable

provisional and agreed to deliver the definitive fit to the work center once

received. He states that, 15 days after the medical examination, he requested

the Mutual by telephone to upload to the web the result of the recognition of what

she replied that because she had been on sick leave for a long time, they could not

send it online and that they would send it printed to the company's central office and headquarters

social, at ***ADDRESS.1, indicating that it had been sent by mail on

10/29/2018 so it would be close to being received.

He explains that after the conversation with the Mutual, he sent an email to

his superior boss, D.C.C.C., to inform him that his medical examination was

soon to be received at the headquarters and ask him that, since he had planned

make a visit to the facilities of the client company where she was

displaced working, will take it in person. And in case the mail doesn't

had arrived before said visit, I asked him to be pending to notify her and

she would stop by the offices of the claimed person to pick it up personally. Add that

D.C.C.C He replied that he was proceeding to forward his email to D. D.D.D., responsible for

prevention of occupational risks of the company to help him.

The claimant states that on 11/05/2018, on the occasion of the visit that D.C.C.C.

made to the facilities where he worked, informed him that the

written medical report “but that another boss, B.B.B., already had the fit report

definitive and that it had already been uploaded to the client's platform and that I should not worry”.

On 11/08/2018, read an email received the day before sent by D. D.D.D.,

responsible for occupational hazards, to the claimant's boss, D. C.C.C., with a copy to her,

with which it annexes, in addition to the report of the apt, the complete result of the

medical examination photocopied and scanned in black and white.

The claimant alleges that the medical information came in a sealed envelope to her

name with the indication that it was confidential and that D. D.D.D., after

scanning the results received, destroyed the document in which they were collected.

Attach to your claim, among others, a copy of the following documents:

- Email dated 05/11/2018 sent by D. D.D.D. "For"

prevention of occupational risks, with a copy to the claimant, which includes

as “Subject” “RV:

assesses prevention informs-medical examination

A.A.A." The text is as follows: “E.E.E., please, can you do the

efforts so that A.A.A. can continue entering Iberdrola. Many

Thank you".

- Email sent on 07/11/2018 by D. D.D.D. “for” C.C.C. with copy

to the claimant. A pdf document is attached. The text of the message is

following: "Hello, I just received the report from A.A.A., I'll send it to you scanned".

- Email that the claimant sends on 11/16/2018 to the department of

Human Resources (HR), to the attention of F.F.F.. Explain that you are writing this

email to record a very serious incident.

- Email sent to the claimant by "Human Resources" on

12/04/2019 in which it appears as "Subject" "Incident medical examination

A.A.A." In their text they lament what happened; confirm that D.D.D.D. had talked

with the complainant apologizing and informing her that the company has

made the appropriate steps so that all the documentation sent is

eliminated and means have been established so that this does not happen again.

SECOND: A. In accordance with the mechanism prior to the admission for processing of the

claims made before the AEPD, provided for in article 65.4 of the Law

Organic 3/2018, of December 5, on the Protection of Personal Data and guarantee of

digital rights (hereinafter, LOPDGDD), within the framework of E/4046/2019, are

transferred the claim to the respondent so that she could proceed to analyze it and give

response within one month to the requested information.

The document was notified to the claimed party electronically, being the date of

available in the electronic office on 04/12/2019 and the date of acceptance of the

notification on 04/15/2019 as evidenced by the certificate issued by the FNMT that

work on file.

After the period of one month granted to evacuate the procedure, the claimed

had not responded to the information request from the AEPD.

B. On 06/18/2019, after analyzing the documentation in the file, the

Director of the AEPD issued a resolution within the framework of E/ 7551/2019, in which she agreed

accept the claim for processing.

The aforementioned agreement was notified to the claimant and, as a result of a

incident in the electronic management of notifications, also to the GLOBAL entity

BUSINESS TRAVEL SPAIN S.L.U., the claimed party.

Article 65.4 of the LOPDGDD provides that "The decision on the admission or

inadmissibility for processing, (...), the claimant must be notified within a period of three months”

(the underlining is from the AEPD). This Agency, in compliance with such provision,

communicates the admission agreements for processing to those claimed.

The fact that the respondent entity was improperly notified of the

agreement for admission to processing together with the fact that the aforementioned agreement did not specify who was

the recipient of the notification -because it is unnecessary since only the recipient is notified

claimant- and at the same time granted the "interested parties" the possibility of

filing an optional appeal for reconsideration, led the respondent to estimate that

was entitled to appeal the admission agreement.

The circumstances reported gave rise to the respondent filing before

this Agency an optional appeal for reversal against the admission agreement to

procedure in which he requested that the aforementioned agreement be rescinded (RR/120/2020).

The Agency -as stated in the resolution of RR/120/2020)- chose to give

course of the aforementioned appeal despite the fact that the appellant was not entitled to appeal (ex

article 112.1 of Law 39/2015 of the Common Administrative Procedure, hereinafter

LPACAP). This Agency -taking into account that, effectively, the

appellant the agreement of admission to processing of the claim and taking into account that

the text of the aforementioned agreement led to the erroneous interpretation that

was entitled to appeal - responded to the appeal filed. The resolution

dismissal of RR/120/2020 was notified to the complainant and appellant on

05/11/2020 (date of acceptance of the electronic notification).

The appellant, now the respondent, has stated that the claimant spent the

medical examination before the Mutual on 09/15/2019 and informed his immediate boss,

C.C.C., that, given that the report would reach the company, “as soon as I received it, I would

send it to Iberdrola (not to bring it, as the complaint says). Note that I don't know

specified in the A.A.A. how the shipment should be made, that is, if

by post, email or other means, unless you send it to

Iberdrola”.

He added that the Mutua Valora report reached the headquarters of the claimed entity

on 11/07/2019, by mail "in an envelope addressed to the entity" "so given the
emergency situation, as explained, the person responsible for risk prevention
labor D.D.D., scanned it and sent it immediately, by email in the
email chain where the subject was being discussed and in which it was, in addition to
A.A.A. …, your immediate boss C.C.C.”

The respondent has affirmed that after learning of what happened, she adopted various
measures: he requested the people involved and who could have had contact with the
record an explanation and the immediate deletion of the information. The address of
HR of the entity requested information from the occupational risk prevention technician
who responded via email on 11/19/2018, a copy of which is provided. Add that this
person, D.D.D.D. left the company on 03/26/2019 without specifying the reasons.

He also states that he requested information about the incident from D.C.C.C. Y
Ms. B.B.B. and that the Technology Department proceeded to erase the
terminals of D. D.D.D. and Dª. C.C.C. of the transmitted report.

The respondent attached to her writ of appeal for reconsideration, among other
documents, the following emails:

- Sent by the claimant to D.C.C.C. on 05/11/2018:

“(…) I have contacted Valora Prevention because I have received the email to
to request a date for the medical examination when I did it last
October 15th (…). They inform me in Valora that …the medical report does not
they put it on the web so you can download it, but they print it and send it
to ***ADDRESS.1 to my attention. I have been told that they printed it on
last October 29, so if it has not arrived, it will be about to arrive
the office. I inform you of it in case they deliver it to you and if you can send it to me
to Iberdrola.”

- Posted by D.D.D.D. on 11/09/2018: “(…) The complete report on his

acknowledgment I received it at the office on Monday and after scanning it and sending it to

I destroyed, can you please request that they send her the full report of

new??"

- Sent by “Prevention” to “G.G.G., H.H.H., Human Resources…” on

11/19/2018: “As A.A.A. in the mail, it's true, from Valora

They sent the report of their reconnaissance to my attention at the office of

Barcelona and by mistake I scanned it and sent it to him without realizing that it was

replying to an email from C.C.C. instead of her alone…”

- Posted by D.C.C.C. to D.D.D.D. on 11/28/2018: “I confirm that this

document was deleted that same day since I only opened the page that said

it was SUITABLE TO WORK ON IMPLANTS. The rest I didn't get to look at."

FOUNDATIONS OF LAW

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By virtue of the powers that article 58.2 of the RGPD recognizes to each

control authority, and according to the provisions of articles 47 and 48 of the LOPDGDD,

The Director of the Spanish Agency for Data Protection is competent to initiate

and to solve this procedure.

II

Article 58 of the RGPD, “Powers”, states:

“2 Each supervisory authority shall have all of the following powers

corrections listed below:

(…)

i) impose an administrative fine under Article 83, in addition to or instead of

of the measures mentioned in this section, depending on the circumstances of the

particular case

(…)”

III

The RGPD deals in article 5 with the principles that must govern the

treatment of personal data and mentions among them those of "integrity and

confidentiality”:

"1. The personal data will be:

(…)

f) processed in such a way as to ensure adequate security of the data

including protection against unauthorized or unlawful processing or against

its loss, destruction or accidental damage, through the application of technical measures

or appropriate organizational (<<integrity and confidentiality>>)

Article 5.2. GDPR adds:

“The data controller will be responsible for compliance with the

provided in section 1 and able to demonstrate it (<<proactive responsibility>>)”

Framed in chapter IV, “Responsible for the treatment and in charge of the

treatment”, the RGPD dedicates article 32 to the “Security of treatment” precept

that has:

"1. Taking into account the state of the art, the application costs, and the

nature, scope, context and purposes of the treatment, as well as risks of

variable probability and severity for the rights and freedoms of individuals

physical, the person in charge and the person in charge of the treatment will apply technical measures and

appropriate organizational measures to guarantee a level of security appropriate to the risk,

which in your case includes, among others:

a) pseudonymization and encryption of personal data;

b) the ability to guarantee the confidentiality, integrity, availability and re-

permanent silence of treatment systems and services;

c) the ability to restore availability and access to personal data

promptly in the event of a physical or technical incident;

d) a process of regular verification, evaluation and evaluation of the effectiveness

technical and organizational measures to guarantee the security of the treatment

I lie.

2. When evaluating the adequacy of the security level, particular account shall be taken of

takes into account the risks presented by the processing of data, in particular as a consequence

accidental or unlawful destruction, loss or alteration of personal data

transmitted, stored or otherwise processed, or the communication or unauthorized access

torized to such data.

3. Adherence to an approved code of conduct under article 40 or to a

certification mechanism approved under article 42 may serve as an element

to demonstrate compliance with the requirements established in section 1 of the

feel article.

4. The person in charge and the person in charge of the treatment will take measures to guarantee

warrant that any person acting under the authority of the person in charge or the person in charge

do and have access to personal data can only process said data following instructions

instructions of the person in charge, unless it is obliged to do so by virtue of the Law of the

Union or of the Member States. (The underlining is from the AEPD)

The violation of article 32 of the RGPD is typified in the article

83.4 in the following terms:

"Infractions of the following provisions will be sanctioned, in accordance

with section 2, with administrative fines of a maximum of 10,000,000 Eur or,

in the case of a company, an amount equivalent to a maximum of 4% of the

global total annual turnover of the previous financial year, opting for

the largest amount:

a) the obligations of the person in charge and of the person in charge in accordance with the articles

8,11,25 to 39, 42 and 43;"

For prescription purposes, Organic Law 3/2018, on Data Protection

Personal and Guarantees of Digital Rights (LOPDGDD) qualifies as infringement

serious in its article 73.f) "The lack of adoption of those technical measures and

appropriate organizational measures to guarantee a level of security appropriate to the risk of the

treatment, in the terms required by article 32.1 of the Regulation (EU)

2016/679"

IV

The conduct that is the subject of this claim is specified in the opening

by an employee of the claimed entity - the head of Risk Prevention

Labor- of the envelope containing the results of the medical tests carried out on

the claimant by the Mutual, which, presumably, was addressed to the attention of the

claimant; in scanning it and communicating it by email to other employees

of the company.

The documentation that is in the file provided by the claimed

corroborates that the claimant's medical report that the respondent received from the

Mutua Valore was opened by D. D.D.D., scanned and emailed as

document attached both to D. C.C.C., the claimant's boss, and to herself. Us

In this sense, we refer to the email of 11/19/2018 sent from “Prevention”,

we understand that by D. D.D.D., to Human Resources.

On the other hand, according to the documents provided by the claimant and the

claimed there is no evidence that the head of Occupational Risk Prevention had

known the information that was included in the document.

In addition to the above consideration, D. C.C.C., head of the claimant, who

As shown, he received an email from D. D.D.D. which contained as file

I attach the document with the results of the medical tests of the affected,

stated in the email sent on 11/28/2018 that he only opened the page that

said that the claimant was fit to work on inplants and that the rest of the

document did not get to look at it.

The Administrative Litigation Chamber of the National High Court has held

repeatedly in its resolutions, during the validity of the Organic Law

15/1999, on the protection of personal data (LOPD), that the violation of the

principle of confidentiality, inasmuch as it is an infraction of result, presupposes that there has been an effective disclosure of data to a third party not entitled to know them. In such a way that, although the behavior displayed could give rise to a disclosure of data to third parties, if this has not occurred in a effective and has been accredited - without the simple presumption being admissible - it is not possible to impute an infraction of that nature; violation of the duty established by the article 10 of the repealed LOPD and which currently includes article 5.1.f) of the GDPR.

Thus, in this stage of the procedure, and without prejudice to the result of the instruction, there is no evidence to attribute to the claimed, as alleged by the claimant, a violation of the principle of confidentiality.

The documentation in the file shows that the claimed did not have implemented among its personnel the action criteria with respect to documents of a private nature that contained health data of the employees. Moreover, except for the email sent by D. C.C.C. at the end November 2018, it seems that company staff give the same treatment to the report issued by the Mutual on the condition of fit or not fit for work than the result of the medical tests to which the claimant underwent.

Article 32 of the RGPD obliges the data controller to adopt the measures measures that guarantee that any person acting under their authority and having access to personal data can only process said data following the instructions of the person in charge. saber. And in turn, these instructions must be based on a prior assessment of the risk involved in each of the treatments carried out for the due guarantee data security aunt. Especially when the claim, in compliance with the occupational health policy implemented by client companies (in this Iberdrola case) was fully aware that those of its employees who

transferred to the implant had to undergo a medical examination and that the “in-

form of fit for work” that had to be communicated to the aforementioned client company was

together with the results of the medical tests carried out, results that

contained health data for the treatment of which the claimed company lacked legislation

fraud.

In this line of argument, Recital 74 of the RGPD says that "It must be

established the responsibility of the data controller for any

processing of personal data carried out by himself or on his behalf. In particular,

The person responsible must be obliged to apply timely and effective measures and must

be able to demonstrate the conformity of the treatment activities with the present

Regulation, including the effectiveness of the measures. These measures must take into

account the nature, scope, context and purposes of the treatment as well as the

risk to the rights and freedoms of natural persons.” (The underlining is from the

AEPD)

In accordance with the evidence available at this stage of the

procedure and without prejudice to what results from the investigation, it is estimated that the

conduct of the defendant that is assessed in this file

sanctioning -specified in the opening of the envelope with the results of the tests

medical examinations to which the claimant underwent at the Mutua Valore, in the scan of the

document and in its submission by email, to at least one employee of the

entity- violates article 32.2 and 32.4 of the RGPD, infraction sanctioned in article

83.4.a, of the GDPR.

v

In order to specify the amount of the administrative fine that would correspond

impose must be in accordance with the provisions of articles 83.1 and 83.2 of the RGPD,

precepts that state:

“Each control authority will guarantee that the imposition of fines

administrative actions under this article for violations of this

Regulation indicated in sections 4, 9 and 6 are in each individual case

effective, proportionate and dissuasive.”

“Administrative fines will be imposed, depending on the circumstances of

each individual case, in addition to or as a substitute for the measures contemplated in the

Article 58, paragraph 2, letters a) to h) and j). When deciding to impose a fine

administration and its amount in each individual case will be duly taken into account:

a) the nature, seriousness and duration of the offence, taking into account the

nature, scope or purpose of the processing operation in question as well

such as the number of interested parties affected and the level of damages that

have suffered;

b) intentionality or negligence in the infringement;

c) any measure taken by the controller or processor to

alleviate the damages suffered by the interested parties;

d) the degree of responsibility of the person in charge or of the person in charge of the treatment,

taking into account the technical or organizational measures that they have applied under

of articles 25 and 32;

e) any previous infringement committed by the person in charge or the person in charge of the treatment;

f) the degree of cooperation with the supervisory authority in order to remedy the

infringement and mitigate the possible adverse effects of the infringement;

g) the categories of personal data affected by the infringement;

h) the way in which the supervisory authority became aware of the infringement, in

particular whether the person in charge or the person in charge notified the infringement and, if so, in what

measure;

i) when the measures indicated in article 58, section 2, have been ordered

previously against the person in charge or the person in charge in question in relation to the

same matter, compliance with said measures;

j) adherence to codes of conduct under article 40 or mechanisms of

certification approved in accordance with article 42, and

k) any other aggravating or mitigating factor applicable to the circumstances of the case,

such as financial benefits obtained or losses avoided, directly or

indirectly, through the infringement."

Regarding section k) of article 83.2 of the RGPD, the LOPDGDD, article 76,

"Sanctions and corrective measures", provides:

"two. In accordance with the provisions of article 83.2.k) of the Regulation (EU)

2016/679 may also be taken into account:

a) The continuing nature of the offence.

b) The link between the activity of the offender and the performance of treatment of

personal information.

c) The profits obtained as a result of committing the offence.

d) The possibility that the conduct of the affected party could have induced the commission

of the offence.

e) The existence of a merger by absorption process subsequent to the commission of the

infringement, which cannot be attributed to the absorbing entity.

f) Affectation of the rights of minors.

g) Have, when not mandatory, a data protection delegate.

h) Submission by the person in charge or person in charge, on a voluntary basis, to

alternative conflict resolution mechanisms, in those cases in which

there are controversies between them and any interested party."

Circumstances are taken into consideration as aggravating

following:

- Article 83.2.f) of the RGPD that refers to the "degree of cooperation with the

control authority in order to remedy the infraction and mitigate the possible

Adverse effects". Let us remember that the respondent did not respond to the request

information of this Agency, prior to the acceptance of the claim for processing, despite

that the correct reception of the notification of the written request is accredited

informative.

- Article 83.2.g) of the RGPD regarding the categories of character data

personnel affected by the infraction, since these were health data of the claimant.

- The evident link between the business activity of the defendant and the

processing of personal data, not only of its employees but also of people

for which the trips are managed since that is the business activity of

the company (article 83.2.k, of the RGPD in relation to article 76.2.b, of the

LOPDGDD)

As mitigating circumstances, the following circumstances would apply:

-The one provided for in article 83.2.a) RGPD, which refers to the seriousness of the infringement

taking into account, among other variables, the purpose of the treatment operation and

the level of damages that the affected party has suffered. The purpose of the operation

of treatment was lawful: transfer to the claimant the confidential results of her

medical tests, It was not, however, the form used for it. This is the

conduct in which the violation of the obligation incumbent on the

entity to adopt the measures that guarantee the security of the data and the

effectiveness of these measures. In addition, according to the documentation in the

There is no evidence in the file that the claimant has suffered considerable damages and

damages.

- The one provided for in article 83.2.k) of the RGPD that mentions “any other

mitigating factor applicable to the circumstances of the case.” In this sense, it must

assess positively that before this Agency entered the claim

that concerns us (on 02/13/2019) the entity had activated internal mechanisms to

knowing the events that took place, had questioned the people involved in them

and ordered that all information relating to the

Claimant's medical results.

Thus, in accordance with the preceding exposition, we estimate that the

claimed incurred an infringement of article 32, sections 2 and 4, of the RGPD

sanctioned in article 83.4.a of the aforementioned Regulation (EU) 2016/657 and that, assessed the modifying circumstances of the responsibility, both adverse and favorable, contemplated in article 83.2 of the RGPD, the amount of the fine administrative fee to be imposed would be 5,000 euros.

Therefore, based on the foregoing,

By the Director of the Spanish Data Protection Agency,

HE REMEMBERS:

FIRST: START A SANCTION PROCEDURE AGAINST GLOBAL BUSINESS TRAVEL SPAIN S.L.U., with NIF B85376630, for the alleged infringement of article 32, sections 2 and 4, of the RGPD typified in article 83.4.a) of the RGPD.

SECOND: APPOINT R.R.R. as instructor. and secretary S.S.S., indicating that any of them may be challenged, where appropriate, in accordance with the provisions of the Articles 23 and 24 of Law 40/2015, of October 1, on the Legal Regime of the Sector Public (LRJSP).

THIRD: INCORPORATE to the disciplinary file, for the purpose of evidence, the claim filed by the claimant and its attached documentation, as well as the documents obtained and generated by the Subdirectorate General for Inspection of Data.

FOURTH: THAT for the purposes provided in art. 64.2 b) of Law 39/2015, of 1 October, Common Administrative Procedure of Public Administrations (LPACAP), the sanction that could correspond would be an administrative fine for amount of €5,000 (five thousand euros), without prejudice to what results from the instruction.

FIFTH: NOTIFY this agreement to GLOBAL BUSINESS TRAVEL SPAIN S.L.U., with NIF B85376630, granting a hearing period of ten business days to formulate the allegations and present the evidence it deems appropriate.

In your brief of allegations you must indicate your NIF and the number of the procedure that appears at the top of this document.

If within the stipulated period it does not make allegations, the initial agreement may be considered resolution proposal, according to what is established in article 64.2.f) of the

LPACAP.

In accordance with the provisions of article 85 of the LPACAP, in the event that the sanction to be imposed was a fine, it may recognize its responsibility within the term granted for the formulation of allegations to this initial agreement, which will be accompanied by a reduction of 20% of the sanction to be imposed in the present procedure. With the application of this reduction, the sanction would be established at €4,000, resolving the procedure with the imposition of this sanction.

Similarly, you may, at any time prior to the resolution of the present procedure, carry out the voluntary payment of the proposed sanction, which which will mean a reduction of 20% of its amount. With the application of this reduction, the sanction would be established at €4,000 and its payment will imply the termination of the procedure.

The reduction for the voluntary payment of the sanction is cumulative to the one It is appropriate to apply for the acknowledgment of responsibility, provided that this acknowledgment of responsibility is revealed within the period granted to formulate arguments at the opening of the procedure. The pay

volunteer of the amount referred to in the preceding paragraph may be made at any time prior to resolution. In this case, if it were appropriate to apply both reductions, the amount of the penalty would be established at €3,000.

In any case, the effectiveness of any of the two reductions mentioned will be conditioned to the withdrawal or renunciation of any action or resource in via administrative against the sanction.

If you choose to proceed with the voluntary payment of any of the amounts indicated above, 40,000 euros or 30,000 euros, you must make it effective by depositing it in account number ES00 0000 0000 0000 0000 0000 open to name of the Spanish Data Protection Agency at CAIXABANK Bank, S.A., indicating in the concept the reference number of the procedure that appears in the heading of this document and the reason for the reduction of the amount to which welcomes

Likewise, you must send proof of payment to the General Subdirectorate of Inspection to proceed with the procedure in accordance with the quantity entered.

The procedure will have a maximum duration of nine months from the the date of the start-up agreement or, where applicable, of the draft start-up agreement. Once this period has elapsed, it will expire and, consequently, the file of actions, in accordance with the provisions of article 64 of the LOPDGDD.

Finally, it is pointed out that in accordance with the provisions of article 112.1 of the

LPACAP, there is no administrative appeal against this act.

Sea Spain Marti

Director of the Spanish Data Protection Agency

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: On June 6, 2020, the claimant has proceeded to pay the

SECOND

sanction in the amount of 3000 euros making use of the two reductions provided

in the Startup Agreement transcribed above, which implies the recognition of the

responsibility.

THIRD: The payment made, within the period granted to formulate allegations to

the opening of the procedure, entails the waiver of any action or resource in via

administrative action against the sanction and acknowledgment of responsibility in relation to

the facts referred to in the Initiation Agreement.

FOUNDATIONS OF LAW

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By virtue of the powers that article 58.2 of the RGPD recognizes to each authority of

control, and as established in art. 47 of the Organic Law 3/2018, of 5

December, of Protection of Personal Data and guarantee of digital rights (in

hereinafter LOPDGDD), the Director of the Spanish Agency for Data Protection

is competent to sanction the infractions that are committed against said

Regulation; infractions of article 48 of Law 9/2014, of May 9, General

Telecommunications (hereinafter LGT), in accordance with the provisions of the

article 84.3 of the LGT, and the infractions typified in articles 38.3 c), d) and i) and

38.4 d), g) and h) of Law 34/2002, of July 11, on services of the society of the

information and electronic commerce (hereinafter LSSI), as provided in article

43.1 of said Law.

II

Article 85 of Law 39/2015, of October 1, on Administrative Procedure

Common to Public Administrations (hereinafter, LPACAP), under the rubric

"Termination in sanctioning procedures" provides the following:

"1. A sanctioning procedure has been initiated, if the offender acknowledges his

responsibility, the procedure may be resolved with the imposition of the sanction

to proceed.

2. When the sanction is solely pecuniary in nature or fits

impose a pecuniary sanction and another of a non-pecuniary nature but it has been justified

the inadmissibility of the second, the voluntary payment by the alleged perpetrator, in

any time prior to the resolution, will imply the termination of the procedure,

except in relation to the replacement of the altered situation or the determination of the

compensation for damages caused by the commission of the infringement.

3. In both cases, when the sanction is solely pecuniary in nature,

the competent body to resolve the procedure will apply reductions of, at

least 20% of the amount of the proposed sanction, these being cumulative

each. The aforementioned reductions must be determined in the notification of

initiation of the procedure and its effectiveness will be conditioned to the withdrawal or

Waiver of any administrative action or recourse against the sanction.

The reduction percentage provided for in this section may be increased

regulations.

According to what was stated,

the Director of the Spanish Data Protection Agency RESOLVES:

FIRST: TO DECLARE the termination of procedure PS/00247/2019, of

in accordance with the provisions of article 85 of the LPACAP.

SECOND: NOTIFY this resolution to GLOBAL BUSINESS TRAVEL

SPAIN S.L.U.

In accordance with the provisions of article 50 of the LOPDGDD, this

Resolution will be made public once it has been notified to the interested parties.

Against this resolution, which puts an end to the administrative procedure as prescribed by

the art. 114.1.c) of Law 39/2015, of October 1, on Administrative Procedure

Common of the Public Administrations, the interested parties may file an appeal

contentious-administrative before the Contentious-administrative Chamber of the

National Court, in accordance with the provisions of article 25 and section 5 of

the fourth additional provision of Law 29/1998, of July 13, regulating the

Contentious-Administrative Jurisdiction, within a period of two months from the

day following the notification of this act, as provided in article 46.1 of the

aforementioned Law.

Sea Spain Marti

Director of the Spanish Data Protection Agency