

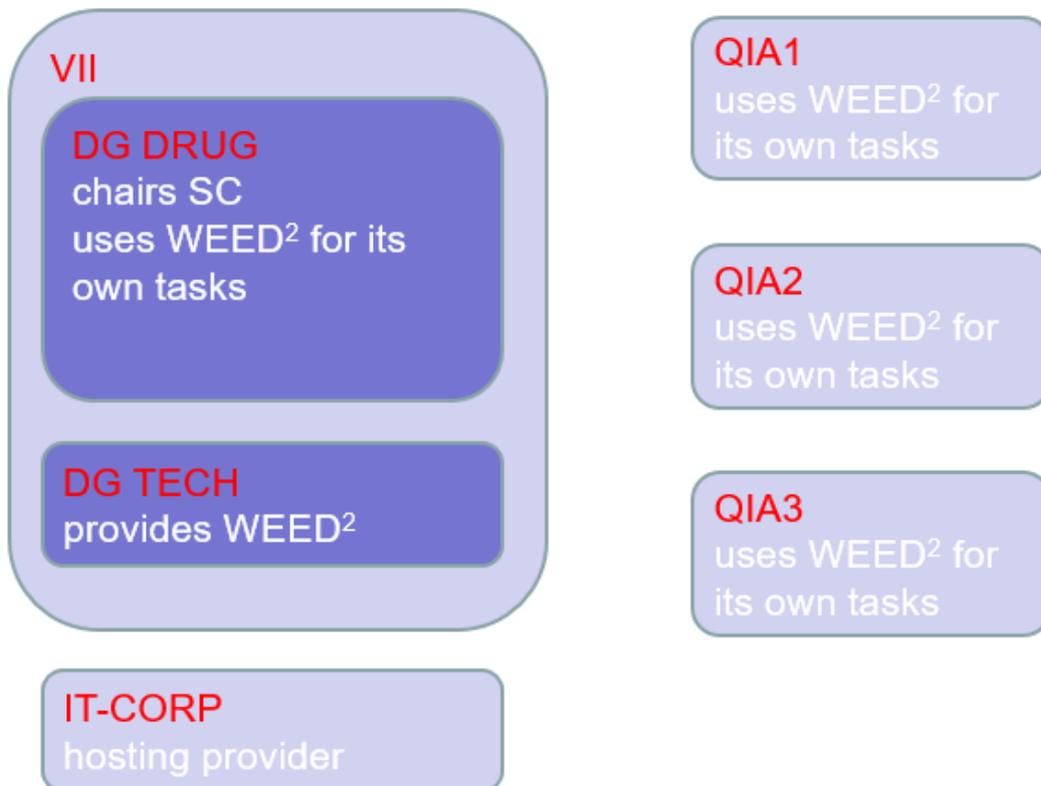
Young Zaphod Plays it Safe: Case study on outsourcing

Wondrous European Extra-legal Drug Database (WEED²)

The Very Important EU Institution (VII) and three Quite Important Agencies (QIA) want to improve their collaboration on research into drug abuse in the EU. To this end, they want to set up the Wondrous European Extra-legal Drug Database (WEED²). The database would include information on drug abuse in the EU, including personal data relating to health effects of drug abuse. VII and the QIAs each have a legal base to process such data and to share it with each other. WEED² will provide an information hub for VII's and the QIAs research and policy development tasks.

VII's Drug Research Understanding Group (DG DRUG) plans to use WEED² for its own tasks. Similarly, the QIAs plan to use it for their respective research tasks. VII and the QIAs will align their data models for better collaboration. Everyone agrees that while the backend should be an integrated system, access to data should be segregated - not everyone needs access to all data; DG DRUG and the QIAs each want to be in control of who sees their input.

VII has the best in-house IT capabilities among the project partners. Therefore, it has volunteered to run WEED², using its own IT department (DG TECH) as a provider. DG TECH is however not able to host the database, so an external contractor will need to be hired.



VII DG DRUG and the QIAs decide on the direction of the project in a Steering Committee (SC) chaired by DG DRUG. The SC will define the functional and non-functional requirements for WEED². VII DG TECH, based on the instructions received from the SC, will build the system.

IT-CORP, which DG TECH has often used in the past, was selected as a hosting provider for WEED².

The project has kicked off, but some problems have already occurred:

- QIA1 wonders how much influence they would have in the SC, given that VII is by far the biggest partner in WEED².
- QIA2 has been very aggressive in testing the boundaries of its mandate and VII's legal service is worried about VII's liability if QIA2 were to use WEED² in such a way.
- QIA3 wonders how far they, if VII were to rely on IT-CORP as hosting provider, would be in a position to check that IT-CORP does its job in the right way. In addition, QIA3 worries about how far IT-CORP's establishments, described in IT CORP's offer, in Norway (data centre), Argentina and Kazakhstan (both helpdesk) could be involved.

Questions

External contractor

- Will you think of adding specific data protection considerations at the stage of the call for tenders? If yes, which considerations will you think of? In which tendering documents would you include them? How?
- What would you include in the contract with IT-CORP? Would you use any standard contractual clauses?
- Do you think that concerns of QIA3 would have an impact on the contract?

DG TECH

- What do you think the arrangement with VII and DG TECH as processor should cover?
- What should be the form of the arrangement?