



MyCovenant - Data Policy

1. Objective and Scope of the Data Policy

1. The European Commission launched the Covenant of Mayors in 2008, to endorse and support the efforts undertaken by local authorities in the planning and implementation of sustainable energy and climate policies. The initiative has progressively been deployed in several regions of the world, declined in regional 'chapters', each supported by a secretariat, financed by the European Commission,

hereinafter: "Regional Covenants".

2. Regional Covenants now form together the Global Covenant of Mayors for Climate and Energy, an international alliance of cities and local governments with a shared long-term vision and commitment to accelerate ambitious, measurable climate and energy initiatives, leading to an inclusive, fair, low-emission and climate-resilient future, helping to meet and exceed Paris Agreement objectives.

hereinafter: "Global Covenant".

Details on the structure of the Global Covenant and its different regional and national declinations are available in Annex I.

3. This Data Policy sets the rules that the European Commission applies for collecting, processing, sharing and publishing data of local and regional authorities and other organisations in the context of the Regional Covenants,

hereinafter: "Data Policy".

4. Within the work stream of Regional Covenants, the European Commission collects, processes, shares and publishes data *inter alia* on:

- the local climate and energy strategy (vision, targets and commitments, administrative structure, staff capacity, stakeholder engagement, budget), notably as presented in action plans;
- the amount of final energy consumption and energy production and associated CO₂ (or greenhouse gas) emissions by energy carrier and by sector in the base year and the monitoring years;
- the main climate vulnerabilities, hazards, the impacts and risks assessment thereof;
- the key climate change mitigation and adaptation actions, together with implementation costs and time frames, stakeholders and estimated impacts,

hereinafter: "Covenant Data"

5. Covenant Data is collected through a password-protected platform,

hereinafter: "MyCovenant",



accessible through the public websites of Regional Covenants¹.

6. Covenant Data may be published on the public websites of Regional Covenants, as well as on the European Union Open Data Portal (<https://data.europa.eu/euodp/en/home>) or the website of the European Commission (e.g. <https://ec.europa.eu/jrc/en>).
7. The Joint Research Centre of the European Commission processes the data to assess individual action plans (the so-called Sustainable Energy (and Climate) Action Plans (SE(C)APs), showcase good practices and conduct analysis of aggregated results.
8. In the context of Regional Covenants and the Global Covenant, the European Commission cooperates with partner institutions, associations, consultants and companies, authorised by the European Commission Services,

hereinafter: “Authorised Partners”.

The list of Authorised Partners, together with a description of the scope of sharing data and references to data policies of the Authorised Partners is contained in Annex II.

9. By default, all Covenant Data are considered “open data”. It means that Covenant Data should be open (published and made available for re-use for both commercial and non-commercial purposes), timely, comprehensive, accessible and usable, comparable and interoperable. It should contribute to improving governance, citizen engagement, inclusive development and innovation².

2. Covenant Data Sourcing and Quality

1. Covenant Data is sourced from:
 - a) public authorities located in the European Union, in the understanding of the Directive 2003/98/EC on the re-use of public sector information (hereinafter: Directive 2003/98);
 - b) public authorities located outside the European Union;
that joined any Regional Covenant through an official signatory process³,
hereinafter: “Signatories”; and
 - c) sub-national public authorities or other not-for-profit organisations, located inside or outside the European Union that joined Regional Covenants as Supporting Bodies⁴ providing specific assistance to Signatories and helping the latter to report Covenant Data in MyCovenant,

¹ Landing page of MyCovenant: <http://mycovenant.eumayors.eu/site/landing>

² See International Open Data Charter: <https://opendatacharter.net/principles/>.

³ For example, for the Covenant of Mayors – Europe, the signatory process is as described here: <https://www.covenantofmayors.eu/join/join-as-a-signatory.html>

⁴ For example: the so-called “Coordinators” and “Supporters” in the Covenant of Mayors – Europe framework



hereinafter "Supporting Bodies"; and

- d) the Authorised Partners, subject to the rules applicable to their activity.
2. Covenant Data are submitted to the European Commission through MyCovenant, allowing for a direct transfer of Covenant Data to the European Commission or its Authorised Partners.
3. Covenant Data shall be shared with the European Commission and its Authorised Partners on a voluntary basis, as determined by the signatory process and described in the "Reporting Framework"⁵. Signatories and Supporting Bodies bear responsibility for the lawfulness of sharing Covenant Data with European Commission and its Authorised Partners, that is for compliance with:
 - i. EU Member States' access regime established pursuant to Art. 4 of the Directive 2003/98 in case of Covenant Data originating from the EU;
 - ii. Other national data access regimes for the non-EU Signatories and the Supporting Bodies.
4. The Signatories and Supporting Bodies shall ensure that Covenant Data is of good quality, accurate and regularly updated.
5. The European Commission Services and their Authorised Partners may, in order to further improve overall quality, make the following changes to the Covenant Data:
 - i. removing errors, or irregularities;
 - ii. adding new parts or functionalities⁶.

3. Use of Covenant Data by the European Commission Services

1. Covenant Data, after a quality scrutiny, may be published and regularly updated as an open dataset, in accordance with Article 1.6. that shall serve as a reference for further publication and dissemination.
2. Covenant Data may be distributed to the public by publication of copies (print and electronic).
3. Covenant Data may also be communicated to the public (via Internet or otherwise), including via "open data" portals or schemes, including in existing databases or indexes and via merging with other data.
4. Pursuant to points 1, 2 and 3 above, the Covenant Data, its pieces, combinations or different illustrations shall be made available:
 - i. to the public without charge,

⁵ See the MyCovenant reference material (i.e. the Covenant Reporting Template and associated Reporting Guidelines): <https://www.covenantofmayors.eu/support/library.html>

⁶ For example: Nomenclature of territorial units for statistics (NUTS) levels, Heating Degree Days (HDD) etc.



- ii. to third parties for commercial or non-commercial use.

Recipients of Covenant Data are requested to attribute and indicate visibly MyCovenant as the source of Covenant Data.

4. Use of Data by the Authorised Partners

1. Only European Commission services managing Regional Covenants may designate Authorised Partners. The scope of their respective permissions may vary, in accordance with the decisions by these European Commission services.
2. Authorised Partners shall be bound by agreements with the European Commission, the applicable rules of this Data Policy and relevant EU and national laws⁷.
3. Authorised Partners may perform one or more of the following operations on the Covenant Data:
 - a. making available to their staff and to persons and entities working for them or on their behalf for further analysis;
 - b. installing, storing/archiving, uploading;
 - c. arranging, compiling, combining, retrieving;
 - d. copying, reproducing in whole or in part and in unlimited number of copies;
 - e. shortening, summarising;
 - f. adding new elements, such as metadata or linked data, legend, summary, graphics, subtitles, etc.;
 - g. extracting a part or dividing into parts;
 - h. translating in other languages;
 - i. processing and curating.
4. The list of Authorised Partners is provided in Annex II.

5. Confidential Covenant Data

1. As a derogation from Art 3, Signatories and Supporting Bodies shall be allowed to request the European Commission or its Authorised Partners to limit the processing of Covenant Data notably on the grounds of national rules on sharing public data, i.e. Covenant Data originating from the EU that falls out of scope of the Directive 2003/98, as set out in Art.1 par. 2 thereof or other national rules of non-EU countries, hereinafter: “Confidential Data”.
2. Should Signatories or Supporting Bodies wish the European Commission and its Authorised Partners to treat some of the Covenant Data as Confidential Data, they shall communicate

⁷ For example, the General Data Protection Regulation – GDPR (see the “processing personal data” clause of this Data Policy).



such wish to the European Commission or its Authorised Partner either directly in the concerned platform (MyCovenant) or by sending an email to data-policy@eumayors.eu.

3. Confidential Data shall not be shared or distributed to any other third parties.
4. Confidential Data shall be used only for aggregated analysis, in such a way that aggregated analyses which are published do not permit to trace back the origin of the Confidential Data to any individual authority or organisation.
5. The procedure for designating Covenant Data as Confidential Data may evolve in the future. In such case, the new rules applying to Confidential Data shall apply only to new Confidential Data, not to previously provided Confidential Data. The Signatories shall refer to the Covenant initiative website for the latest update.
6. This Data Policy is without prejudice to existing rules about access to public documents, access to environmental information (including the INSPIRE Directive) or other similar legislation.
7. Status and scope of Confidential Data can be consulted by the Signatory, Coordinator or Supporter that requested to classify some of the Covenant Data submitted by them as Confidential Data, with the European Commission or its Authorised Partners at all times via e-mail: data-policy@eumayors.eu.

6. Processing of Personal Data

1. Covenant Data may contain pieces of information such as names, emails and phone numbers of individuals that constitute personal data in the understanding of the General Data Protection Regulation (GDPR),

hereinafter: "Personal Data".
2. Personal Data shall be used only for the purposes of an efficient management of the Regional Covenants and for keeping contacts with Signatories and Supporting Bodies.
3. The European Commission and its Authorised Partners shall not disclose Personal Data to third parties without the consent of data subjects.
4. Signatories and Supporting Bodies hold responsibility for lawful sharing of Personal Data with the European Commission. The European Commission holds responsibility for processing Personal Data in accordance with the Regulation 2018/1725 of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institution, bodies, offices and agencies and on the free movement of such data⁸.

⁸ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (Text with EEA relevance.), OJ L 295, 21.11.2018, p. 39–98.



5. Authorised Partners shall be responsible for processing Personal Data in accordance with the General Data Protection Regulation (GDPR)⁹.

7. Intellectual Property & Ownership of Data

1. If Covenant Data is subject to intellectual property protection, the Signatory or Supporting Body hereby gives to the European Commission a non-exclusive royalty-free and worldwide licence to perform all the acts authorised under this Data Policy by the European Commission or, on its behalf, by the Authorised Partners, for the whole duration of the intellectual property protection on the Covenant Data.
2. Ownership of the Covenant Data, whenever such ownership exists, remains with the Signatories, Supporting Bodies or other data owners, and is not transferred to the European Commission or its Authorised Partners.

8. Entry into Force, Application and Termination

1. This Data Policy replaces the previous Privacy Policy of the Covenant of Mayors initiative¹⁰ and applies to Covenant Data submitted by the Signatory or Supporting Body from the moment of submission through MyCovenant as well as retroactively to Covenant Data previously submitted by the Signatories and Supporting Bodies through MyCovenant.
2. This Data Policy shall be deemed accepted by the Signatory or Supporting Body upon 1 month after its effective reception unless the Signatory or Supporting Body decides to opt out from the Data Policy. The reception is deemed effective after a delivery of an e-mail from the Covenant of Mayors – Europe secretariat to the e-mail address of a contact person provided by the Signatory or Supporting Body. If the e-mail address is not reachable, the reception is deemed effective after the secretariat has delivered an e-mail to an e-mail address provided by an automatic or personal return e-mail received from the Signatory or Supporting Body.

If a Signatory or Supporting Body decides to opt-out from the Data Policy, the European Commission and the Signatory or Supporting Body shall make their best efforts to clarify the concerns raised by the Signatory or Supporting Body and find a solution allowing the Signatory to remain part of the relevant Regional Covenant. This process should not be longer than 3 months.

3. Personal Data submitted to the European Commission or its Authorised Partners upon joining the relevant Regional Covenant shall continue to be treated as such.
4. If the Signatory or Supporting Body terminates its membership as signatory of the relevant Regional Covenant, the Data Policy ceases to apply. In case of membership termination, the

⁹ 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) (Text with EEA relevance). OJ L 119, 4.5.2016, p. 1–88

¹⁰ <https://www.covenantofmayors.eu/legal.html>



Signatory or Supporting Body may request to have its profile deleted from the public website of the relevant Regional Covenant. Covenant Data provided by the Signatory or Supporting Body before termination shall remain subject to the Data Policy and may continue to be used by the European Commission and its Authorised Partners in accordance with the Data Policy, with no limitation in time, in particular if it is aggregated or otherwise combined with Covenant Data from the other Signatories or Supporting Bodies that did not terminate their membership.

As the case may be, the licence on the intellectual property rights on the Covenant Data remains in force until the end of the legal protection of the Covenant Data.

5. This Data Policy may be subject to future modifications. In such case, the Signatory or Supporting Body shall be informed via appropriate means, which may include e-mail and notifications on the relevant Regional Covenant websites, and have a right to opt-out in case the Signatory or Supporting Body objects to such modification.

9. Legal Grounds and Disclaimer

1. Signatories and Supporting Bodies voluntarily commit to Regional Covenants. The relationship between them and the European Commission shall be interpreted in the light of the principle of sincere cooperation from Art. 4 par. 3 of the Treaty on the European Union, according to which the Union and the Member States shall, in full mutual respect, assist each other in carrying out tasks which flow from the Treaties. The European Union depends on the action of national public administrations, within the context of European Union law, for the implementation of its own policies, and to reach its objectives as provided in the European Union Treaties.
2. Any interested entities – e.g. academic, scientific, and research communities – can use the published Covenant Data (excluding Personal Data) for their own purposes. The European Commission, its Authorised Partners, the Signatories and Supporting Bodies do not hold responsibility for the quality and consequences of the use of the Covenant Data that has been made publicly available.



ANNEXES

I History and structure of the Global Covenant of Mayors for Climate and Energy

The European Commission launched the Covenant of Mayors in 2008 to promote the implementation of EU's 2020 energy and climate targets through action at local level in the EU. The movement grew rapidly and merged with the Mayors Adapt initiative in 2015, becoming the Covenant of Mayors for Climate and Energy.

In parallel, the Covenant of Mayors spread first to EU's Eastern and Southern Neighbourhood countries and subsequently to several parts of Asia, Africa and the Americas, with several Regional Covenants being set up with the support in the European Commission.

January 2017 marked the official launch of the "Global Covenant of Mayors for Climate and Energy"¹¹, bringing together the world's two major initiatives for cities: the Covenant of Mayors for Climate and Energy and the Compact of Mayors. Today, it represents the world's biggest bottom-up, city-led initiative on energy and climate, gathering signatory municipalities from all continents.

The Global Covenant of Mayors for Climate and Energy is structured as such:

- Regional and national Covenants, operating as local "chapters" of the Global Covenant, capitalising on the experience gained in the European Union and beyond. Each Regional Covenant is managed by a Secretariat, financed by the European Commission, which provides day-to-day services to the Signatories and Supporting Bodies in the corresponding region or country¹².
- The Global Covenant of Mayors for Climate and Energy, bringing together previously mentioned regional and national Covenants, and supported by the Global Covenant of Mayors Secretariat and its partners.

II Authorised Partners

- The EU-funded secretariats of the Regional Covenants are the primary entities providing a wide range of services to the Signatories and Supporting Bodies in the region. The Regional Covenant secretariats are collecting, storing, analysing, visualising or publishing Covenant Data at the regional level – in accordance with their obligations regarding Personal Data and Confidential Data, as defined in the present document. In addition, the Covenant of Mayors – Europe secretariat is entrusted with the task of hosting and managing MyCovenant, making Covenant Data publicly available in a permanent and stable manner, as well as ensuring the security of all Data stored on its designated servers – on behalf of the European Commission Services.

¹¹ <https://www.globalcovenantofmayors.org/>

¹² For example: the Covenant of Mayors – Europe refers to the European chapter of the Global Covenant of Mayors; it gathers local governments voluntarily committed to achieving and exceeding the EU climate and energy targets in Europe. It is supported by the Covenant of Mayors - Europe Office, based in Brussels, supported by the European Commission.



- The secretariat of the Global Covenant of Mayors for Climate & Energy promotes coherence, identifies synergies in engagement, and facilitates the exchange of best practice between Regional Covenants and other organisations supporting local climate action and supports the efforts of the Regional Covenant Secretariats. In this auxiliary role and on behalf of the European Commission Services, the Global Covenant Secretariat may complement the work of the European Commission's Joint Research Centre and/or Regional Covenant secretariats by analysing, aggregating and/or publishing sets of Covenant Data – excluding Personal Data as described in Article 6 of this Data Policy – in order to increase the visibility of actions taken by the Signatories.