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Works agreement on awareness training and phishing simulation

Template, as of 09.10.2026 · between (employer) and the works council of

Purpose of this template: Phishing simulations may fall under § 87(1) no. 6 BetrVG (German Works Constitution Act). This agreement governs purpose, procedure and limits in such a way that nobody is monitored or exposed. It is tailored to the processing at secureIT; adaptations are expressly welcome. It does not replace legal advice.

§ 1 Subject matter and purpose

(1) Together with the provider secureIT UG (haftungsbeschränkt), the employer carries out awareness training on IT security and phishing, followed by simulated phishing e-mails ("simulation").

(2) The sole purpose is the training of employees, the strengthening of the security culture and proof of training vis-à-vis insurers, clients and supervisory authorities. No monitoring of the conduct or performance of individual employees takes place.

§ 2 Scope

This agreement applies to all employees of the establishment who take part in the training. Trainees and temporary staff are included insofar as they use a work e-mail inbox.

§ 3 Procedure

1. **Prior information:** Before the start, employees are informed by means of the info sheet about purpose, procedure and data processing.
2. **Training first:** Each person receives access to the online course. The simulation only begins after the training has been completed.
3. **Announced simulation:** Employees know that simulated phishing e-mails will arrive during the term. The exact time is not disclosed.
4. **Learning moment instead of sanction:** Anyone who clicks on a simulation immediately sees an explanation page. No report is made to superiors and no entry is made in the personnel file.
5. **Term:** A test run lasts no more than weeks. Repetitions take place no more than once every twelve months, unless otherwise agreed.

§ 4 Evaluation without personal reference

- (1) The employer receives exclusively the team report: rates per group (number delivered, opened, clicked, reported). Groups are formed in such a way that no group comprises fewer than five persons.
- (2) There is no list of which person clicked. The provider does not make such a list available to the employer.
- (3) Each person sees only their own result. The certificate of participation confirms participation in the training, not the click behaviour.
- (4) Results of the simulation are not used for employment-law measures, appraisals, target agreements or remuneration decisions.

§ 5 Data processing and erasure

- (1) The following are processed: name, work e-mail address, group assignment, completion of training with date, and technical events of the simulation (delivery, opening, click, report).
- (2) Processing takes place on servers in Germany on behalf of the employer (Art. 28 GDPR). A data processing agreement (DPA) is in place.





(3) Personal event data of the simulation are archived after completion of the test run, not evaluated further and erased no later than months thereafter. Proof-of-training data (who was trained when) are retained for the duration of the obligation to provide proof, for a maximum of three years.

§ 6 Rights of employees

(1) Participation in the training counts as working time. (2) Each person may view their own result and request access pursuant to Art. 15 GDPR. (3) Complaints about the procedure or evaluation may be addressed to the works council or to the data protection officer.

§ 7 Rights of the works council

(1) The works council receives the team report at the same time as the employer. (2) The works council is informed before each further test run; material changes to the procedure require a supplement to this agreement. (3) The works council may have the simulation (not the training) suspended at any time if there is a breach of § 4.

§ 8 Final provisions

This agreement enters into force upon signature and may be terminated with three months' notice to the end of a month; it continues to apply until a new agreement is concluded. Should any provision be invalid, the remainder of the agreement shall remain valid.

Place, date · Employer

Place, date · Chair of the works council

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