**REFERENTIAL TABLE FOR UK BCRS FOR PROCESSORS**

N.B: References to Articles (Art(s)) in Text of Reference are to the UK GDPR.

References to the DPA 2018 are to the Data Protection Act 2018, as amended.

| **Criterial for approval of UK BCRs** | **Must be included in the BCRs** | **Must be included in the application form** | **Text of reference** | **Comments** | **Specific reference to requirements in the application and BCRs (for completion by Applicant)** |
| --- | --- | --- | --- | --- | --- |
| **1 – BINDING NATURE** | | | | | |
| **INTERNALLY** | | | | | |
| **1.1 The duty to respect the BCRs** | YES | YES | Art. 47.1(a) and 47.2(c) | The BCRs must be legally binding and shall contain a clear duty for each participating member of the Group of undertakings or group of enterprises engaged in a joint economic activity (‘BCR member’) including their employees to respect the BCRs.  The BCRs shall also expressly state that each Member including their employees shall respect the instructions from the Controller regarding the data processing and the security and confidentiality measures as provided in the Service Agreement (Art.28,29 and 32). | Click or tap here to enter text. |
| **1.2 An explanation of how the rules are made binding on the BCR members of the group and also the employees.** | NO | YES | Art.47.1(a) and 47.2(c) | The Group will have to explain in its application form how the rules are made binding:  i) For each participating company/entity in the group by one or more of:   * Intra-group agreement, * Unilateral undertakings (this is only possible if the BCR member taking responsibility and liability if this BCR member is legally able to bind the other members subject to BCRs), * Other means (only if the group demonstrates how the binding character of the BCRs is achieved).   ii) On employees (both permanent and temporary) by one or more of:   * Individual and separate agreement(s)/undertaking with sanctions * Clause in employment contract with sanctions * Internal policies with sanctions * Collective agreements with sanctions * Other means (but the group must properly explain how the BCRs are made binding on the employees). | Click or tap here to enter text. |
| **EXTERNALLY** | | | | | |
| **1.3 The creation of third-party beneficiary rights for data subjects. Including the possibility to lodge a complaint before the Commissioner and before the UK courts.** | YES | YES | Art.47.1(b), 47.2(c), 47.2(e) | Rights which are directly enforceable against the Processor:  The BCRs must, in certain circumstances, grant rights to data subjects to directly enforce the BCRs as third-party beneficiaries against Processors. In this regard, data subjects shall at least be able to enforce the following elements of the BCRs directly against the Processor:   * Duty to respect the instructions from the Controller regarding the data processing including for data transfers to third countries (Art. 28.3(a), 28.3(g), 29 and section 1.1, 6.1.ii and 6.1.iv of this referential) * Duty to implement appropriate technical and organizational security measures (Arts. 28.3(c) and 32 and section 6.1.iv of this referential) and duty to notify any personal data breach to the Controller (Art. 33.2 and section 6.1.iv of this referential) * Duty to respect the conditions when engaging a sub-processor either within or outside the Group (Arts. 28.2, 28.3(d), 28.4, 45, 46, 47, section 6.1.vi and 6.1.vii of this referential) * Duty to cooperate with and assist the Controller in complying and demonstrating compliance with the law such as for answering requests from data subjects in relation to their rights (Arts. 28.3(e), 28.3(f), 28.3(h) and sections 3.2, 6.1.i, 6.1.iii, 6.1.iv, 6.1.v and 6.1.2 of this referential) * Easy access to BCRs (Art.47.2(g) and section 1.8 of this referential) * Right to complain through internal complaint mechanisms (Art.47.2(i) and section 2.2 of this referential) * Duty to cooperate with the supervisory authority (Arts. 31, 47.2(l) of and section 3.1 of this referential) * Liability, compensation and jurisdiction provisions (Arts.47.2(e), 79, 82 and sections 1.3, 1.5 and 1.7 of this referential) * National legislation preventing respect of BCRs (Art.47.2(m) and section 6.3 of this referential)   Rights which are enforceable against the Processor in case the data subject is not able to bring a claim against the Controller:  The BCRs must expressly confer rights to data subjects to enforce the BCRs as third-party beneficiaries where a data subject is not able to bring a claim against the Controller (e.g. where a Controller has factually disappeared or ceased to exist in law or has become insolvent,).  Where a successor entity has assumed the entire legal obligations of the Controller by contract or by operation of law, the data subject can enforce its rights against such entity.  In such a case, data subjects shall at least be able to enforce against the Processor the following sections set out in this referential: 1.1, 1.3, 1.5, 1.7, 1.8, 2.2, 3.1, 3.2, 6.1, 6.2, 6.3  The data subjects’ rights as mentioned under 1) and 2) shall cover the judicial remedies for any breach of the third-party beneficiary rights guaranteed and the right to obtain redress and where appropriate receive compensation for any damage (material harm including any distress).  In particular, data subjects shall be entitled to lodge a complaint before the Commissioner and before a competent UK pursuant to Art. 79).  Where the Processor and the Controller involved in the same processing are found to be responsible for any damage caused by such processing, the data subject shall be entitled to receive compensation for the entire damage directly from the Processor (Art. 82.4). | Click or tap here to enter text. |
| **1.4 Responsibility towards the Controller** | YES | YES |  | The BCRs shall be made binding towards the Controller through a specific reference to it in the Service Agreement which shall comply with Art.28.  Moreover, the BCR must state that the Controller shall have the right to enforce the BCR against any BCR member for breaches they caused, and, moreover, against the BCR member referred under point 1.5 in case of a breach of the BCRs or of the Service Agreement by BCR members established outside of the UK or of a breach of the written agreement referred under 6.1.vii, by any external sub-processor established outside of the UK. | Click or tap here to enter text. |
| **1.5. The company accepts liability for paying compensation and to remedy breaches of the BCRs.** | YES | YES | Art.47.2(f) | The BCRs must contain a duty for a BCR member established in the UK to accept responsibility for and to agree to take the necessary action to remedy the acts of other BCRs members established outside the UK.  This duty includes breaches caused by external sub-processors established outside the UK.  The duty to pay compensation for any material or non-material damages resulting from a violation of the BCRs must be included.  The BCRs must state that the BCRs member will accept liability as if the violation had taken place by him in the UK and that UK Courts or other competent authorities in the UK will have jurisdiction.  This BCR member may not rely on a breach of its obligations by a sub-processor established outside the UK in order to avoid its liabilities.  There must always be a UK entity which assumes ultimate liability for any breaches of the BCR by a group member. If there are any restrictions that prohibit an entity from assuming liability, please ensure that the BCRs provides provision for another UK entity to take responsibility if the entity assuming liability for any specific transfer is unable to fulfil their obligations. | Click or tap here to enter text. |
| **1.6 The company has sufficient assets.** | NO | YES | Art.47.2(f) | The application form must contain a confirmation that any BCRs member that has accepted liability for the acts of other members bound by the BCRs established outside of the UK (and/or for any external sub-processor established outside of the UK) has sufficient assets to pay compensation for damages resulting from the breach of the BCRs. | Click or tap here to enter text. |
| **1.7 The burden of proof lies with the company not the individual.** | YES | YES | Art.47.2(f) | The BCRs must state that the BCRs member that has accepted liability will also have the burden of proof to demonstrate that the BCRs member established outside the UK (and/or the external sub-processor) is not liable for any violation of the rules which has resulted in the data subject claiming damages or remedy.  The BCRs must also state that where the Controller can demonstrate that it suffered damage and establish facts which show it is likely that the damage has occurred because of the breach of BCRs, it will be for the BCRs member of the group that accepted liability to prove that the BCRs member established outside of the UK (and/or the external sub-processor) was not responsible for the breach of the BCRs giving rise to those damages, or that no such breach took place.  If the entity that has accepted liability can prove that the BCRs member established outside the UK is not responsible for the event giving rise to the damage, it may discharge itself from any responsibility/liability. | Click or tap here to enter text. |
| **1.8 There is easy access to BCRs for data subjects and in particular easy access to the information about third-party beneficiary rights for the data subject that benefit from them.** | YES | NO | Art. 47.2(g) | Access for the Controller: The Service Agreement will ensure that the BCRs are part of the contract. BCRs will be annexed to the Service Agreement or a reference to it will be made with electronic access.  Access for Data Subjects: BCRs must contain the commitment that all data subjects benefiting from the third-party beneficiary rights are provided with all the information on their third-party beneficiary rights relating to the processing of their personal data and on the means to exercise those rights. The BCRs must state the right for every data subject to have easy access to them.  In order to demonstrate easy access and to ensure that the data subject has been provided with the relevant information, the BCRs should be published on the internet or the intranet (when data subjects are only the company staff having access to the intranet).  The BCRs should be published in full. If there is a valid reason as to why full publication cannot be given, the minimum required must include full information on third-party beneficiary rights regarding the processing of their personal data, information on the means to exercise those rights and the clause relating to liability. | Click or tap here to enter text. |
| **2. EFFECTIVENESS** | | | | | |
| **2.1 The existence of a suitable training programme** | YES | YES | 47.2(n) | The BCRs must state that appropriate training on the BCRs will be provided to personnel that have permanent or regular access to personal data, who are involved in the collection of data or in the development of tools used to process personal data.  The Commissioner may ask for examples and explanations of the training programme during the application procedure. The training programme should be specified in the application. | Click or tap here to enter text. |
| **2.2 The existence of a complaint handling process for the BCRs** | YES | YES | 47.2(i) and 12.3 | The BCRs shall contain a commitment from the Group to create a specific contact point for data subjects.  All BCRs members shall have the duty to communicate a claim, request or complaint without undue delay to the Controller, without obligation to handle it (except if it has been agreed otherwise with the Controller).  The BCRs shall contain a commitment for the Group to handle complaints from data subjects where the Controller has disappeared factually or has ceased to exist in law or became insolvent.  In all cases where the Processor handles complaints, these shall be dealt without undue delay and in any event within one month by a clearly identified department or person who has an appropriate level of independence in the exercise of his/her functions. Taking into account the complexity and number of the requests, that period may be extended by a maximum of two further months, in which case the data subject should be informed accordingly.  The BCRs and application form must explain how data subjects will be informed about the practical steps of the complaint system, in particular:   * where to complain * in what form * time periods for replying to the complaint * consequences in the case of rejection of the complaint * consequences where the complaint is considered as justified * Consequences where the data subject is not satisfied by the replies (right to lodge a claim before the Court and a complaint before the Commissioner).   Please describe the procedure and process adopted in liaising with the Controller (where appropriate) for the resolution of complaints.  Data subjects must also be told that they may bring a claim before a Court or complain to the Commissioner without first exhausting the Group’s complaints process. | Click or tap here to enter text. |
| **2.3 The existence of an audit programme covering the BCRs** | YES | YES | Art.47.2(j) and (l) and Art.38.3, | The BCRs must create a duty for the group to have data protection audits on regular basis (by either internal or external accredited auditors) or on specific request from the privacy officer/function (or any other competent function in the organisation) to ensure verification of compliance with the BCRs.  The BCRs must state that the audit programme covers all aspects of the BCRs including methods of ensuring that corrective actions will take place. Moreover, the BCRs must state that the result will be communicated to the privacy officer/function and to the highest management board of the Group. Where appropriate, the result may be communicated to the ultimate parent's board.  The BCRs must state that the Commissioner will, without restrictions, be provided with any audit reports upon request.  The BCRs must also state that the Commissioner may, without restrictions, carry out a data protection audit of any BCRs member.  Any Processor or sub-processor processing the personal data on behalf of a particular Controller will accept, at the request of that Controller, to submit their data processing facilities for audit of the processing activities relating to that Controller which shall be carried out by the Controller or an inspection body composed of independent members and in possession of the required professional qualifications and bound by a duty of confidentiality, selected by the Controller. Where applicable this may be in agreement with the Commissioner.  The application form will contain a description of the audit system. For instance:   * Which entity (department within the group) decides on the audit plan/programme * Which entity will conduct the audit * Time of the audit (regularly or on specific request from the appropriate Privacy function * Coverage of the audit: e.g applications, IT systems, databases that process Personal Data, onward transfers, decisions taken as regards mandatory requirement under national laws that conflicts with the BCRs, review of the contractual terms used for the transfers out of the Group (to Controllers or Processors of data), corrective actions * Which entity will receive the results of the audits. | Click or tap here to enter text. |
| **2.4 The creation of a network of data protection officers (DPO) or appropriate staff for monitoring compliance with the rules.** | YES | NO | Art.47.2(h) and Art. 38.3 | A commitment to designate a DPO where required in line with Article 37 of the UK GDPR or any other person or entity (such as a chief privacy officer) with responsibility to monitor compliance with the BCRs. This person/entity shall enjoy the highest management support in exercising this function.  The DPO or the other privacy professionals can be assisted by a team, a network of local DPOs or local contacts as appropriate. The DPO shall directly report to the highest management level (Art. 38.3).  The BCRs should include a brief description of the internal structure, role, position and tasks of the DPO or similar function and the team/network created to ensure compliance with the rules. For example, that the DPO or chief privacy officer informs and advises the highest management, deals with the Commissioner, investigates, monitors and annually reports on BCRs compliance at a global level. Also that local DPOs or local contacts can oversee reporting major privacy issues to the DPO or chief privacy officer, monitoring training and compliance at a local level. | Click or tap here to enter text. |
| **3. COOPERATION DUTY** | | | | | |
| **3.1 A duty to cooperate with the Commissioner** | YES | YES | Art.47.2(l) | The BCRs should contain a clear duty for all BCRs members to co-operate with and to accept, without restrictions, to be audited by the Commissioner.  In relation to the interpretation of and the application of the BCRs there should also be a clear duty to:   * Consider any communication or recommendation from the Commissioner; and * Comply with any formal decisions or notices issued by the Commissioner. | Click or tap here to enter text. |
| **3.2 A duty to cooperate with the Controller.** | YES | YES |  | The BCRs shall contain a clear duty for any Processor or sub-processor to co-operate with and assist the Controller to comply with data protection law (such as its duty to respect the data subject rights, to handle their complaints, or to be able to reply to investigations or inquiries from the Commissioner). This shall be done in a reasonable time and to the extent reasonably possible. | Click or tap here to enter text. |
| **4. DESCRIPTION OF PROCESSING AND DATA FLOWS** | | | | | |
| **4.1 A description of the material scope of the BCRs (nature of data transferred, type of data subjects, countries).** | YES | YES | Art.47.2(b) | The application form and the BCRs should give a general description of the material scope of the BCRs.  In order to provide a clear picture of expected processing, including data processing and transfers within scope of the BCRs, the application form and BCRs should include the following information:-   * Each category of data subject, (e.g. customers/clients, and other third-parties) * Expected categories of personal data processed (e.g. name, address, date of birth, etc) for each category of data subject. * Details of any expected processing of special category data or children’s data.   The expected purposes for which the data can be transferred and what processing is likely to be carried out after the transfers.  Purposes should be linked to expected categories of data subjects and personal data processed rather than a general description of possible purposes without any link.  In each case identify the countries, in particular third countries to which the data is expected to be transferred. | Click or tap here to enter text. |
| **4.2 A statement of the geographical scope of the BCRs** | YES | YES | Art.47.2(a) | The BCRs shall specify the structure and contact details of the group of undertakings or group of enterprises engaged in a joint economic activity and of each of the BCR members.  The BCRs shall confirm that it is the Controller’s decision to determine whether the BCRs apply to:   * All personal data processed for Processor activities and that are submitted to UK law (for instance, data has been transferred from the UK), or * All processing of data processed for Processor activities within the group irrespective of origin of the data. | Click or tap here to enter text. |
| **5 - MECHANISMS FOR REPORTING AND RECORDING CHANGES** | | | | | |
| **5.1 A process for updating the BCRs** | YES | YES | Art.47.2(k) | The BCRs can be modified (for instance to factor in modifications of the regulatory environment or the company structure) but they shall impose a duty to report changes without undue delay to all BCR members and to the Commissioner and to the Controller.  Not all changes will require re-application for approval of the BCRs.  Administrative changes, including changes to the list of entities bound, must be reported to all Group members on a regular basis. They should be reported to the Commissioner and at least annually.  More significant changes, such as those that:   * potentially affect the data protection compliance; * are potentially detrimental to data subject rights; * potentially affect the level of the protection offered by the BCRs; * affect the binding nature of the BCRs   must be promptly reported to the Commissioner and all Group members, and where relevant the Controller and where relevant, the Controller.  Where a change affects the processing conditions, information should be given to the Controller in such a timely fashion that the Controller is given the opportunity to object to the change or to terminate the contract before the modification is made (for instance, on any intended changes concerning the addition or replacement of subcontractors/sub-processors.  Further, the BCRs must include the following:   * An identified person or team/department keeps a current and updated list of the BCR members and of the sub-processors involved in the data processing activities on behalf of the Controller, which shall be made accessible to the Controller, data subject and the Commissioner. * This person will keep track of and record any updates to the rules and provide the necessary information systematically to the Controller and upon request, to the Commissioner. * A statement that no transfer is to be made to a new BCR member until that BCR member is effectively bound by the BCRs and can deliver compliance. * A statement about the process for reporting administrative and more significant changes as referred to above   When reporting any changes to the Commissioner, a brief explanation of the reasons justifying the changes should be provided. | Click or tap here to enter text. |
| **6 - DATA PROTECTION SAFEGUARDS** | | | | | |
| **6.1.1 A description of the data protection principles including the rules on transfers or onward transfers out of the UK.** | YES - | YES - | Art.47.2(d) | The BCRs shall include the following principles to be observed by any BCR member:   1. Transparency, fairness, and lawfulness: Processors and sub-processors will have a general duty to help and assist the Controller to comply with the law (for instance, to be transparent about sub-processor activities in order to allow the Controller to correctly inform the data subject); 2. Purpose limitation: duty to process the personal data only on behalf of the Controller and in compliance with its documented instructions including regarding transfers of personal data to a third country and in accordance with Art.28.3(a).   Where UK law prevents the Processor from processing in accordance with the Controllers' documented instructions, the Processor shall, prior to any processing taking place, inform the Controller of that legal requirement, unless the Processor is prohibited from informing the Controller on important grounds of public interest. In all other cases, if the processor cannot provide such compliance for whatever reasons, it agrees to inform promptly the Controller of its inability to comply, in which case the Controller is entitled to suspend the transfer of data and/or terminate the contract.  On the termination of the provision of services related to the data processing, the Processors and sub-processors shall, at the choice of the Controller, delete or return all the personal data to the Controller and delete the copies thereof and certify to the Controller that it has done so, unless legislation imposed upon them requires storage of the personal data transferred.  In that case, the Processors and the sub-processors will inform the Controller and warrant that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.   1. Data quality: Processors and sub-processors will have a general duty to help and assist the Controller to comply with the law, in particular:  * Processors and sub-processors will execute any necessary measures when asked by the Controller, in order to have the data updated, corrected or deleted. Processors and sub-processors will inform each BCR member to whom the data have been disclosed of any rectification, or deletion of data. * Processors and sub-processors will execute any necessary measures, when asked by the Controller, in order to have the data deleted or anonymised from the moment the identification form is not necessary anymore. Processor and sub-processors will communicate to each entity to whom the data have been disclosed of any deletion or anonymisation of data.  1. Security: Processors and sub-processors will have a duty to implement all appropriate technical and organizational measures to ensure a level of security appropriate to the risks presented by the processing as provided by Article 32 of the UK GDPR. Processors and sub-processors will also have a duty to assist the Controller in ensuring compliance with the obligations as set out in Arts.32- 36, considering the nature of processing and information available to the Processor (Art.28.3(f)). Processors and sub-processors must implement technical and organisational measures which at least meet the requirements of UK law and any existing specific measures specified in the Service Agreement. Processors shall inform the Controller without undue delay after becoming aware of any personal data breach. In addition, sub-Processors shall have the duty to inform the Processor and the Controller without undue delay after becoming aware of any personal data breach. 2. Data subject rights: Processors and sub-processors will execute any appropriate technical and organisational measures, insofar as this is possible, when asked by the Controller, for the fulfilment of the Controller’s obligations to respond to requests for exercising the data subjects rights as set out in Chapter III of the UK GDPR (Art. 28.3-e of the UK GDPR) including by communicating any useful information in order to help the Controller to comply with the duty to respect the rights of the data subjects. Processor and sub-processors will transmit to the Controller any data subject request without answering it unless he is authorised to do so. 3. Sub-processing within the Group: data may be sub-processed by other BCR members bound by the BCRs only with the prior informed specific or general written authorization of the Controller[[1]](#footnote-2). The Service Agreement will specify if a general prior authorization given at the beginning of the service would be sufficient or if a specific authorization will be required for each new sub-Processor. If a general authorisation is given, the Controller should be informed by the Processor of any intended changes concerning the addition or replacement of a   sub-processor in such a timely fashion that the Controller has the possibility to object to the change or to terminate the contract before the data are communicated to the new sub-processor.   1. Onward transfers to external sub-processors: Data may be sub processed by non-members of the BCRs only with the prior informed specific or general written authorisation of the Controller[[2]](#footnote-3). If a general authorisation is given, the Controller should be informed by the Processor of any intended changes concerning the addition or replacement of sub-processors in such a timely fashion that the Controller has the possibility to object to the change or to terminate the contract before the data are communicated to the new sub-processor.   Where the BCR member bound by the BCRs subcontracts its obligations under the Service Agreement, with the authorisation of the Controller, it shall do so only by way of a contract or other legal act under UK law with the sub-processor which provides that adequate protection is provided as set out in Arts.28, 29, 32, 45, 46, 47 and which ensures that the same data protection obligations as set out in the Service Agreement between the Controller and the Processor and sections 1.3, 1.4, 3 and 6 of this referential are imposed on the sub-Processor, in particular providing sufficient guarantees to implement appropriate technical and organization measures in such a manner that the processing will meet the requirements of the UK GDPR (Art.28.4) | Click or tap here to enter text. |
| **6.1.2 Accountability and other tools** | YES | YES | Art. 47.2(d) and Art.30 | Processors will have a duty to make available to the Controller all information necessary to demonstrate compliance with their obligations as provided by Article 28.3(h) and allow for and contribute to audits, including inspections conducted by the Controller or another auditor mandated by the Controller. In addition, the Processor shall immediately inform the Controller if in its opinion, an instruction infringes the UK GDPR or DPA 2018 provisions.  In order to demonstrate compliance with the BCRs, all BCRs members must maintain a record of all categories of processing activities carried out on behalf of each Controller in line with the requirements as set out in Art. 30.2.  This record should be maintained in writing, including in electronic form and should be made available to the Commissioner on request (Arts.30.3 and 30.4)  The BCR members shall also assist the Controller in implementing appropriate technical and organisational measures to comply with data protection principles and facilitate compliance with the requirements set up by the BCRs in practice such as data protection by design and by default (Arts.25 and 47.2(d)). | Click or tap here to enter text. |
| **6.2 The list of entities bound by BCRs** | YES | YES | Art.47.2(a) | BCR shall contain a list of the entities bound by the BCRs including contact details.  Include the following details where applicable:   * Company Number * Registered office address * A contact email address for each office. | Click or tap here to enter text. |
| **6.3 The need to be transparent where national legislation prevents the group from complying with the BCRs** | YES | NO | Art.47.2(m) | A clear commitment that where a BCRs member has reasons to believe that the legislation applicable to him prevents the member from fulfilling the instructions received from the Controller or its obligations under the BCRs or Service Agreement, it will promptly notify this to the Controller (which is entitled to suspend the transfer of data and/or terminate the contract), to the responsible BCRs Processor member established in the UK or the other relevant Privacy Officer/function and the Commissioner.  Any legally binding request for disclosure of the personal data by a law enforcement authority or state security body shall be communicated to the Controller unless otherwise prohibited (such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation). In any case, the request for disclosure should be put on hold and the Commissioner should be clearly informed about the request, including information about the data requested, the requesting body and the legal basis for disclosure (unless otherwise prohibited).  If in specific cases the suspension and/or notification are prohibited, the BCRs shall provide that the requested BCR member will use its best efforts to obtain the right to waive this prohibition in order to communicate as much information as it can and as soon as possible and be able to demonstrate that it did so.  If, in the above cases, despite having used its best efforts, the requested BCR member is not able to notify the Commissioner, it must commit in the BCRs to annually provide general information on the requests it received to the Commissioner (e.g. number of applications for disclosure, type of data requested, requester if possible, etc.).  In any case, the BCRs must state that transfers of personal data by a BCR member to any public authority cannot be massive, disproportionate and indiscriminate in a manner that would go beyond what is necessary in a democratic society. | Click or tap here to enter text. |
| **6.4 A statement about the relationship between national laws and BCRs** | YES | NO | N/A | BCRs shall specify the relationship between the BCRs and the third country national laws.  The BCRs shall state that, where the local legislation, requires a higher level of protection for personal data it will take precedence over the BCRs. | Click or tap here to enter text. |

**NOTES: COMMITMENTS TO BE INCLUDED IN THE SERVICE AGREEMENT:**

The BCRs for Processors shall be linked, unambiguously, to the service agreement signed with each Client. To that extent it is important to make sure that the Service Agreement contains all the requirements set out in Article 28. In particular that:

1. BCRs will be enforceable by the Controller client through a specific reference to them in the Service Agreement and annexed to it;
2. The Controller client shall commit that if the transfer involves special categories of data the data subjects have been informed or will be informed, before the transfer, that their data could be transmitted to a third country not providing adequate protection;
3. The Controller client shall also commit to inform data subjects about the existence of Processors based outside the UK and of the BCRs. The Controller client shall make available to data subjects, upon request, a copy of the BCRs and of the service agreement (without any sensitive or confidential and commercial information);
4. There are clear confidentiality and security measures are described or referred to in the service agreement with electronic links;
5. There is a clear description of the of the instructions and the data processing;
6. The service agreement specifies whether or not data may be sub-processed inside the Group or outside the Group and specifies whether prior authorisation to it expressed by the Controller is general or needs to be given specifically for each new sub-processing activity.

1. Information on the main elements (parties, countries, security, guarantees in case of international transfers, with a possibility to get a copy of the contracts used). The detailed information, for instance relating to the name of the sub-processors could be provided e.g. in a public digital register. [↑](#footnote-ref-2)
2. Information on the main elements (parties, countries, security, guarantees in case of international transfers, with a possibility to get a copy of the contracts used;). The detailed information, for instance relating to the name of the sub-processors could be provided e.g. in a public digital register. [↑](#footnote-ref-3)