

**PUBLIC**

**ATOS UK BINDING CORPORATE RULES AS A  
PROCESSOR  
(UK BCR-P)**

# Atos

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## 1 Introduction

### 1.1 Purpose

Atos has always put data protection as one of its top priorities. As such, Atos has committed to applying best in class standards in terms of corporate responsibility. In order to guarantee the highest level of protection to the data it processes, as a Processor, Atos has adopted these UK Binding Corporate Rules as a Processor ("UK BCR-P").

These UK BCR-P aim at setting up data protection principles and processes which every bound Entity of Atos commits to apply.

The implementation of such UK BCR-P will raise legal awareness within Atos and is intended to ensure a high level of protection for Personal Data within Atos.

### 1.2 Scope

#### 1.2.1 Geographical Scope

These UK BCR-P apply to all Atos Entities regardless of their localization and competent jurisdiction.

#### 1.2.2 Material Scope

These UK BCR-P cover all Personal Data Processing irrespective of the nature of the Personal Data processed. These UK BCR-P cover all types of processing carried out by Atos acting as a Processor. For further information please see Appendix 6 of these UK BCR-P.

#### 1.2.3 Bindingness amongst entities

These UK BCR-P are part of an Intra Group Agreement which makes them legally binding amongst all Atos Entities which enter into the Intra Group Agreement. These Atos entities are listed in Appendix 2. This appendix also lists the country in which each Atos Entity is incorporated and therefore identifies which entities are located within the UK and which are located within third countries.

#### 1.2.4 Bindingness amongst Employees

UK BCR-P are part of the Atos Group Policies which Employees are bound to respect according to their employment contract. Appropriate information and, where required, agreement with local Works Councils have been obtained in order to ensure the full commitment and adherence to these UK BCR-P by all Employees.

#### 1.2.5 Bindingness vis-à-vis customers

Where an Atos Entity acts as a Processor, the Atos Entity commits in the Service Level Agreement that binds the Atos Entity and its Customer, to respect these UK BCR-P.

### 1.3 Document maintenance and distribution

This UK BCR-P document is publicly available via the privacy page of the Atos website (<https://atos.net/en-gb/united-kingdom/privacy-uk>), and in addition is made accessible to all Atos Employees via the Atos corporate intranet. It may be communicated to any Customer upon request as specified in Section 9 and is annexed to relevant Service Level Agreements.

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## 1.4 Related documents

These UK BCR-P are also composed of 9 Appendices which describe the procedures which enable Atos to guarantee that the UK BCR-P are effectively implemented.

## 1.5 Keywords

The terms used in these UK BCR-P are defined as follows:

**Atos:** Atos SE and all entities within the Atos group of companies whose ultimate parent is Atos SE ("Atos Group"), irrespective of the jurisdiction.

**Atos Entity:** any entity within the Atos Group which is directly or indirectly controlled by Atos SE and which is bound by these UK BCR-P.

**Atos IT Services UK Limited:** a company incorporated under UK law, having its registered office at MidCity Place, 71 High Holborn, London WC1V 6EA, registered in the UK at Companies House - registered number 1245534, a subsidiary of Atos SE.

**Commissioner:** the UK Information Commissioner

**Consent:** explicit manifestation of willingness to consent given by any appropriate method enabling a freely given specific and informed indication of the Data Subject's wishes, either by a statement or by a clear affirmative action by the Data Subject.

**Controller:** the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.

**Customer:** a party by whom an Atos Entity is contracted to process Personal Data as a Processor, for example the Controller or a Processor on whose behalf an Atos Entity is acting as a subcontractor

**Data Exporter:** any entity (of Atos Group or of a third party) acting as a Controller and which transfers Personal Data to a Data Importer located in a Third country.

**Data Importer:** any entity located in a Third Country (of Atos Group or of a third party) receiving Personal Data from a Data Exporter.

**Data Protection Impact Assessment:** an assessment of the impact of the envisaged processing operations on the protection of Personal Data as required by Article 45 of UK GDPR.

**Data Subject:** any identified or identifiable natural person whose personal data is processed.

**Employee:** any person who is hired permanently or temporarily by an Atos Entity, or is supplied by an agency to undertake work for an Atos Entity.

**Group Data Protection Office:** The Atos Group data protection compliance office headed by the Atos Chief Data Governance Officer.

**Personal Data:** any information relating to an identified or identifiable natural person ('data subject'); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity.

**Personal Data Processing:** any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

**Personal Data Transfer:** the disclosure or transmission of Personal Data by one entity to another entity, or the process of making such data available to that other entity in any form.

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**Processing:** has the meaning given to it in the UK GDPR.

**Processor:** a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of and under the strict instructions of the Controller

**Service Level Agreement:** any contract describing contractual relationships between two parties and the service to be provided.

**Special Category Data:** data that refer directly or indirectly to the racial or ethnic origin, political opinions, philosophical or religious opinions, trade union memberships, health or sexual life and orientations, biometric information, financial information such as bank account or credit card or debit card or other payment instrument details, provided that any information that is manifestly made public by the data subject or furnished under any other law for the time being in force shall not be regarded as Special Category personal data or information for the purposes of these UK BCR-P.

**Supervisory Authority:** any local authority which is competent to handle data protection issues.

**Third Country:** a country or territory outside the UK.

**Third Party / Third Parties:** natural and legal persons with whom Atos has existing or planned business relations, such as suppliers and subcontractors that are not a member of the Atos Group.

**UK Binding Corporate Rules as a Processor:** this Policy together with its Appendices, all together referenced as UK BCR-P.

**UK Data Protection Office:** both the UK Legal Experts on Data Protection and the UK Data Protection Officer as described in Section 16 of these UK BCR-P.

**UK GDPR:** 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, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419).

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## 2 Principles for processing of Personal Data

The principles set out in these UK BCR-P shall be respected by Atos irrespective of local laws, except where local laws provide more stringent requirements than those set out in these UK BCR-P.

Notwithstanding the elements contained in this Section 2, where Atos acts as a Processor, under the instructions of a Controller, it shall in addition, respect the instructions provided by the Controller regarding the data Processing, the security and the confidentiality measures that are agreed in a contract between the Controller and the Processor. Where Atos acting as a Processor is not able to comply with the Controller's instructions, Atos shall inform the Controller immediately.

Where one of the Atos Entities has reasons to believe that the local legislation prevents the company from fulfilling

- ✓ its obligations as a Processor under these UK BCR-P

**and / or**

- ✓ the instructions it may have received from a Controller

and / or that such legislation has substantial effect on the guarantees provided by the UK BCR-P, it will promptly inform the Atos UK Data Protection Officer and the Controller. The Atos Entity, in close cooperation with the Customer, will also inform the Commissioner.

The Atos UK Data Protection Officer will handle the above issue as soon as possible, but, in any case, not later than one month after the notification is received.

In case of doubt, with regard to the interpretation of UK laws, the Atos UK Data Protection Officer shall seek the Commissioner's or external counsel's advice in order to ensure compliance with the most stringent provisions.

Where an Atos Entity acts as a Processor it shall also notify the Customer of any concern that it may have regarding the delivery of the service by the Atos Entity in compliance with these UK BCR-P and with the Controller's instructions. Such notification to Customer shall be made in such a timely manner that it enables the Customer to acknowledge the Processor's statement and to take necessary actions according to the applicable revision clause stated in the Service Level Agreement which binds the Atos Entity to the Customer. The same shall apply where an Atos Entity acts as a Processor and it has reasons to believe that the existing and/or future local legislation may prevent it from fulfilling the instructions received from the Controller or its obligations under the UK BCR-P.

See also Section 20 - Legally Binding Requests for Disclosure of Data.



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## 2.1 Legal grounds for processing Personal Data

Where an Atos Entity acts as a Processor, it commits to help and assist the Controller to ensure that the processing relies on one of the following grounds:

- ✓ the Data Subject has given Consent to the processing of his or her personal data for one or more specific purposes;
- or**
- ✓ the Data Processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party or parties to whom the data are disclosed except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of personal data, in particular where the data subject is a child;
- or**
- ✓ the Data Processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract;
- or**
- ✓ the Data Processing is necessary for compliance with a legal obligation to which the Atos Entity is subject;
- or**
- ✓ the Data Processing is necessary to protect the vital interests of the Data Subject or of another natural person;
- or**
- ✓ the Data Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller.

## 2.2 Principles to be respected when processing Personal Data

When implementing a new Processing of Personal Data, an Atos Entity, acting as a Processor, shall provide support and assistance to the Controller to help ensure that:

- ✓ The Processing is transparent, fair and lawful and complies with the Controller's documented instructions
- and**
- ✓ The purpose of the processing is determined, explicit and legitimate
- and**
- ✓ The Personal Data processed are relevant and not excessive
- and**
- ✓ The appropriate technical, organisational and security measures are implemented according to Atos Security Policy and at least meet the requirements of UK law and any specific measures specified in the Service Level Agreement
- and**

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- ✓ Appropriate technical and organisational measures are implemented for the fulfilment of the Controller's obligations to respond to requests for exercising Data Subjects' rights
- and**
- ✓ The Personal Data will be sub-processed by other Atos Entities or by Third Parties only with the prior informed specific or general written authorisation of the Controller.

Where an Atos Entity acts as a Processor, it commits to help and assist the Controller to respect the above listed principles and shall promptly inform the Controller where the Atos Entity is not in a position to enable the Controller to respect such principles.

While the processing is being carried out, an Atos Entity acting as Processor, shall support the Controller in ensuring that:

- ✓ The Personal Data are kept accurate and up to date, and where data are inaccurate or incomplete, data are rectified, supplemented or erased.
- and**
- ✓ The Personal Data are not kept longer than necessary for the purpose for which they are processed.

When acting as a Processor, an Atos Entity shall implement, in accordance with Controller's instructions, the appropriate measures to enable the Controller to comply with the above principles. In addition, at the termination of the contract that binds an Atos Entity as a Processor with a Controller, the Atos Entity shall, according to the Controllers' instructions, return all the personal data transferred and the copies to the Controller or shall destroy all the Personal Data and certify to the Controller that it has done so, unless UK or local law prevents it from returning or destroying all or part of the personal data transferred.

The Controller shall have the right to enforce these UK BCR-P against any Atos Entity in relation to any data breach which that member has caused. The Controller shall also have the right to enforce these UK BCR-P against Atos IT Services UK Limited in case of: (i) a breach of these UK BCR-P or of a relevant Service Level Agreement by a UK-BCR-P member established outside of the UK, or (ii) a breach of a written agreement with any subsequent external sub-processor established outside of the UK.

## 2.3 Security

Atos Entities shall process Personal Data in accordance with the provisions of Atos Group Security Policies in order to ensure appropriate technical and organizational measures are in place to protect the data against: accidental or unlawful destruction; accidental loss, alteration or corruption; unauthorized disclosure or access; and unauthorised or unlawful processing.

Atos commits to implement enhanced security measures for the processing of Special Category Data, such as encryption of data at rest, multi-factor authentication and role-based access controls.

In addition, when acting as a Processor, Atos Entities commit to cooperate with the Controller to ensure that Atos security measures and applicable policy meet the Controller's security requirements.

## 2.4 Accountability

### 2.4.1 Impact Assessment

In order to target an appropriate level of compliance with the principles defined in this Section 2, Atos Entities will conduct, where appropriate, a Compliance Assessment of Data Processing

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("CADP") as detailed in Appendix 7 and will assist the Controller, where requested, with completion of a Data Protection Impact Assessment ("DPIA") and with any resulting prior consultation with the Commissioner where the Controller's assessment in the DPIA is that the proposed processing is likely to result in a high risk to the rights and freedoms of individuals without further mitigating measures.

The CADP is reviewed by the UK Data Protection Office and may be attached to the agreement to be signed with the Controller.

#### **2.4.2 Records of Processing activities**

When acting as a Processor, all Atos Entities falling within the scope of these UK BCR-P shall maintain records of their respective Processing activities. Such records shall be retained in writing, including electronic form, shall comply with UK GDPR requirements for Processor records and shall be made available upon request to the Commissioner.

The records of processing activities shall take the form of Atos Compliance Assessments of Data Processing for Atos as a Processor (CADP-P).

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### 3 Transfer of Personal Data

Being an international information technology services company, established worldwide, Atos is acting internationally and transferring data all over the globe. As a result, we process Personal Data in several countries and from different origins.

It is therefore necessary to frame the transfer in order to guarantee that the level of protection provided to the data transferred is harmonized throughout Atos Group.

The expected and anticipated types of data and purposes of transfer of Personal data between Atos Entities acting as Processor are described in Appendix 6.

#### 3.1 Personal Data transfer by an Atos Entity in the UK acting as a Processor to an Atos Entity located outside the UK.

Where an Atos Entity in the UK, acting as a Processor, transfers Personal Data on behalf of a Controller to another Atos Entity, located outside the UK, the transfer is covered by these UK BCR-P. The Atos Entity in the UK commits to obtain Controller's consent prior to such transfer. The Atos Entity will also ensure full transparency regarding the use of these UK BCR-P for the framing of the above-mentioned transfer out of the UK.

#### 3.2 Personal Data transfer by an Atos Entity in the UK acting as a Processor to a Third Party acting as a sub-processor located outside the UK.

Personal Data Transfer by an Atos Entity acting as a Processor to a Third Party is possible only where the Controller has given its specific or general consent, where the entity receiving the Personal Data provides sufficient guarantees in respect of the technical security measures and organizational measures governing the Processing of the Personal Data, and where the Processing is governed by a contract which complies with UK data protection law.

Where this Third Party is located outside the UK in a country with no finding of adequacy from the UK, the Atos Entity acting as Processor and transferring the Data shall also facilitate the signature of an agreement with the third party that incorporates the appropriate Model Clauses adopted under Section 17c or paragraph 7 of the UK Data Protection Act (UKDPA) 2018 or other appropriate safeguards between the Controller and the Third Party importing the Personal Data.

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#### 4 Data Subject's rights

Where an Atos Entity processes Personal Data acting as Processor on behalf of a Controller, the Atos Entity shall seek to ensure that Data Subjects shall have the right, upon request, to enforce against such Atos Entity the following elements of the UK BCR-P:

- ✓ The Atos Entity's duty to respect the instructions from the Controller regarding the data Processing including for data transfers to third countries;
- ✓ The Atos Entity's duty to implement appropriate technical and organizational security measures;
- ✓ The Atos Entity's duty to notify any personal data breach to the Controller;
- ✓ The Atos Entity's duty to respect the conditions when engaging a sub-processor either within or outside the Atos Group;
- ✓ The Atos Entity's 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;
- ✓ The Atos Entity's duty to provide easy access to these UK BCR-P;
- ✓ The right to complain through an internal complaint mechanism;
- ✓ The Atos Entity's duty to cooperate with the Commissioner;
- ✓ The Atos Entity's duty to comply with the liability, compensation and jurisdiction provisions;
- ✓ The Atos Entity's duty to report to the Commissioner any national legal requirements in a third country which are likely to have a substantial adverse effect on the guarantees provided by the UK BCR-P.

In addition, in a case where:

- a. The Controller has factually disappeared or
- b. The Controller has ceased to exist in law or
- c. The Controller has become insolvent, unless any successor entity has assumed the entire legal obligations of the Controller by contract or by operation of law,

Data Subjects shall have the right, upon request, to enforce against the Atos Entity acting as Processor the following elements of the UK BCR-P:

- ✓ The Atos Entity's duty to respect these UK BCR-P;
- ✓ The right to be provided with easy access to these UK BCR-P and in particular easy access to the information about third-party beneficiary rights for the Data Subject that benefit from them;
- ✓ The right to be informed regarding the complaint handling procedure and to have easy access to it, including the possibility to lodge a complaint before the Commissioner and before the courts;
- ✓ The Atos Entity's duty to accept liability for paying compensation and to remedy breaches of these UK BCR-P;
- ✓ The right to be informed of the fact that the burden of proof lies with the Atos Entity and not with the Data Subject according to the terms of these UK BCR-P;
- ✓ The Atos Entity's duty to cooperate with the Commissioner;

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- ✓ The Atos Entity's duty to cooperate with the Controller;
- ✓ To be informed of the data protection principles including the rules on transfers or onward transfers outside of the UK;
- ✓ To be informed regarding Atos Entities bound by these UK BCR-P;
- ✓ To be informed, where legally permitted, when national legislation prevents an Atos Entity from complying with its obligations under these UK BCR-P.

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## 5 Complaint handling procedure

### 5.1 Direct complaint

If a Data Subject believes that the Processing of his/her Personal Data which is subject to these UK BCR-P have caused him/her damage, he/she may complain to the Atos IT Services UK Limited DPO at dpo.uki@atos.net. Similarly, if a Data Subject believes that the Processing of Personal Data which is subject to these UK BCR-P has not been conducted according to these UK BCR-P or the UK GDPR or local applicable law, Data Subjects are granted a right to complain against Atos IT Services UK Limited at dpo.uki@atos.net. Such complaints will be notified to the Controller without undue delay unless otherwise agreed with the Controller.

Atos IT Services UK Limited has established a time framed Complaint Handling Procedure which is defined in Appendix 4.

Data Subjects are encouraged to submit a direct complaint to Atos It Services UK Limited as described in this section 5.1 and to escalate the complaint according to Section 7 where Atos IT Services UK Limited fails to comply with the commitments of this section.

Atos IT Services UK Limited accepts responsibility for investigating such complaints and for ensuring that action is taken, and remedies provided, as appropriate.

The use of this complaints procedure will not affect a Data Subject's right to complain to the Commissioner and/or bring a claim before a UK court (or a court in the country in which a processing Atos Entity is based) should they wish to do so.

### 5.2 Indirect complaint

Where a Controller reports a complaint from a Data Subject whose Personal Data are processed by an Atos Entity as Processor, Atos shall take all necessary steps to make sure that the Data Subject's complaint is addressed. For this purpose, Atos should comply with the procedure set up in Appendix 5.

Where a Data Subject whose Personal Data are processed by an Atos Entity as a Processor files a complaint directly to the Atos Entity, the Atos Entity shall immediately inform the Controller about the claim and act according to Appendix 4 to escalate the claim.

Where the Controller has factually disappeared or ceased to exist in law or has become insolvent, unless any successor entity has assumed the entire legal obligations of the Controller by contract or by operation of law, any complaint regarding processing of Personal Data under these UK BCR-P becomes a complaint against the Processing by the Atos Entity and the Atos Entity should comply with the procedure set up in Appendix 4.

### 5.3 Right of Complaint to the Commissioner and to bring a complaint before a UK Court

If a Data Subject believes that Processing of his/her Personal Data, which is subject to these UK BCR-P, have caused him/her damage or have not been processed according to these UK BCR-P, or according to the UK GDPR or local applicable law, Data Subjects have a right to complain to the Commissioner and / or to bring a claim before a UK Court.

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## **6 Controller's complaint**

Where an Atos Entity processes Personal Data on behalf of a Controller, the latter may raise issues regarding the processing of their Personal Data.

Atos commits to handle such request from a Controller smoothly and efficiently, according to Appendix 5.



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## 7 Liability vis-à-vis Data Subjects

Where a Data Subject suffers material or non-material damage as a result of a processing of Personal Data by an Atos Entity, acting as a Processor, the provisions below shall apply. It is emphasised that a Data Subject is encouraged first to file a complaint directly to the Atos Entity in order to find an amicable solution, however Data Subjects have the right to complain to the Commissioner and/or make a claim in a UK court, whether or not they have first complained directly to the Atos Entity. Complaints and the rights of Data Subjects are addressed in section 5 of these UK BCR-P.

### 7.1 Liability of Atos Entities acting as Processor

In case of damage suffered by a Data Subject as a result of a Processing made by an Atos Entity, acting as a Processor, located in or outside the UK, and whether or not one of the listed below hypothesis happen:

- a. The Controller has factually disappeared or
- b. The Controller has ceased to exist in law or
- c. The Controller has become insolvent, unless any successor entity has assumed the entire legal obligations of the Controller by contract or by operation of law,

then, the Atos Entity recognizes that Data Subjects have the right to seek compensation or a remedy directly from Atos IT Services UK Limited, a UK based company. The Data Subject may also exercise his or her rights before the UK courts or the Commissioner. In addition, Atos accepts that in certain cases remedies other than monetary compensation may be appropriate to address the damage suffered by a Data Subject as a result of a Processing made by Atos.

Whether or not a violation of the UK BCR-P has been effectively recognized by a UK court, it is the responsibility of an Atos Entity acting as a Processor based in the UK to deal with the claims in good faith; this UK Atos Entity accepts responsibility for and agrees to take the necessary action to remedy the acts of other members of the Atos Group bound by the UK BCR-P established outside of the UK and to pay compensation for any damages resulting from the violation of the UK BCR-P.

Whether or not a violation of the UK BCR-P has been effectively recognized by a UK court, in the case of an Atos Entity acting as a Processor based outside of the UK and/or of an external sub-processor located outside of the UK, Atos IT Services UK Limited, a UK based entity, accepts responsibility for and agrees to take the necessary actions to remedy the acts of other entities of the Atos Group bound by the UK BCR-P and/or of external sub-processors established outside of the UK as well as to pay compensation for any damages resulting from the violation of the UK BCR-P.

### 7.2 Burden of proof

In any case, where section 7.1 applies, and where a Data Subject has demonstrated that they have suffered damage that is likely to have been caused by a breach of the UK BCR-P, the Atos Entity accepts to bear the burden of proof for demonstrating that any damage suffered by Data Subject was not caused by the breach of the UK BCR-P by the Atos Entity.

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## **8 Liability vis-à-vis Controller**

Where an Atos Entity acts as a Processor, and where it fails to satisfy a Controller's instructions, the Atos Entity shall inform the Controller that it has the right to enforce the UK BCR-P against the exporting Atos UK legal entity according to the applicable liability regime set up in the Service Level Agreement signed between the Atos Entity and the Controller.

The Controller's rights shall cover the judicial remedies and the right to receive compensation.

In any case, the Atos Entity shall not exclude its liability vis-à-vis Controller where the violation is a result of a sub-processor.

The above does not limit the Atos Entity's primary responsibility and liabilities towards any Data Subjects under the UK BCR-P and/or under local applicable law.

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## **9 Data Subject's information**

### **9.1 Permanent information**

Atos commits to make its UK Binding Corporate Rules as a Processor (UK BCR-P) readily available to every Data Subject and Controller. The UK BCR-P are published on the UK atos.net website and are accessible from all IT applications made available to its own Employees. Where Processing is performed that is subject to these UK BCR-P, these UK BCR-P will be included as an annex to a Service Level Agreement with the Controller.

### **9.2 Data Subject's information when Atos acts as a Processor**

Where Atos acts as a Processor, the responsibility to inform Data Subjects lies in the hands of the Controller. Given that Atos intends to provide its Customers with a high level of service and to act in full transparency, Atos commits to provide relevant information to Controllers it works with, which will enable a Controller to fulfil its legal requirements to inform Data Subjects.

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## **10 Cooperation**

Atos Entities commit to cooperate actively with Third Parties in order to make sure that applicable law and regulations regarding data protection are respected by all stakeholders. To this end, all Atos Entities will comply with any applicable data protection local law in their contractual and business relations with Customers, suppliers, and subcontractors.

### **10.1 Cooperation with Controllers**

Where an Atos Entity processes Personal Data on behalf of a Controller, the Atos Entity shall, to a reasonable extent and in a timely manner, provide the Controller with relevant information, in order to enable the Controller to comply with UK legal requirements while at the same time the Atos Entity will comply with all its contractual commitments.

### **10.2 Cooperation with the Commissioner**

Atos Entities shall also cooperate and assist each other to handle a request or complaint from an individual or an investigation or inquiry by the Commissioner.

Atos Entities shall also cooperate actively with all requests from the Commissioner, in particular to ensure adequate and timely response to any request received from the Commissioner.

Atos also accepts to be audited by the Commissioner to verify compliance with applicable data protection legislation and with these UK BCR-P.

Subject to applicable law, Atos Entities shall consider any communication or recommendation from the Commissioner in relation to these UK BCR-P and comply with any applicable decisions or notices issued by the Commissioner.

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## **11 Personal Data Breach reporting**

For the purposes of this section, the expression "Personal Data Breach" shall mean a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

In the event that an Atos Entity, acting as a Processor, becomes aware of a Personal Data Breach, Atos shall, without undue delay, notify it to the Controller and, taking into account the nature of Processing and the information available to the Processor, shall assist the Controller with its response to the Personal Data Breach, in particular in respect of any notification to the Commissioner or to Data Subjects affected by the breach.

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## 12 Privacy by Design

### 12.1 Product and services development

Where one of the Atos Entities or business team proposes to develop new Processing, for example by submitting a proposal to a new Customer or proposing a project to a Customer, it shall make sure that Data Protection is taken into account as of the beginning of the project, including any requirement to comply with UK and other applicable local law.

For this very purpose, the business team in charge of the new Processing shall produce a CADP-P as described in Appendix 7. Where such Processing will be subject to these UK BCR-P, the UK Data Protection Officer shall receive a copy of the CADP-P, shall conduct random reviews of the CADP-P and shall make recommendations to have the Processing run in a compliant manner.

Where requested, an Atos Entity will assist a Controller in the performance of a DPIA.

It results from the above that Employees who develop new projects for the UK shall make sure that the UK Data Protection Officer is involved in each project.

### 12.2 New business opportunities and M&A

Where an Atos Entity intends to develop new business opportunities or to merge with or acquire a company, Employees involved in the project shall make sure that data protection aspects are taken into account.

For this very purpose, where new business opportunities are possible at UK level, the UK Data Protection Office shall be consulted as of the beginning of the project and involved at every stage of the project. The UK Data Protection Office shall produce a risk assessment regarding the project in order to make recommendations to make sure that all data protection aspects are taken into account, in particular regarding the implementation of the data centres or the structuring of the company.

Where the UK Data Protection Office considers that this is necessary, it consults the Group Data Protection Office, which will provide appropriate support.

Where a project is developed at global level, the Group Data Protection Office shall be consulted as of the beginning of any bid management or beginning of project and it shall be involved at every stage of the project. The Group Data Protection Office shall produce a risk assessment regarding the project in order to make recommendations to make sure that all data protection aspects are taken into account, in particular regarding the implementation of the data centres or the structuring of the company.

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### **13 Notification to the Commissioner**

Should the Commissioner requests prior notification of particular Processing, Atos commits to respect this.

Atos UK companies will maintain such registrations as are required with the Commissioner.

Where an Atos Entity acts as a Processor on behalf of a Controller or as a sub-processor on behalf of another Processor, the Atos Entity commits to provide such Third Parties with all relevant information necessary to comply with UK or other local applicable law.

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## 14 Training and raising awareness

Atos has a group-wide mandatory training program that includes training in Security / Cyber Security, Data Protection and Code of Ethics.

Atos commits to:

- ✓ Regularly update training;
- ✓ Undertake activities to raise staff awareness of data protection;
- ✓ Monitor and report on rates of completion of mandatory training;
- ✓ Provide specific and appropriate training to those Employees who have regular or permanent access to personal data, which are involved in the collection of Personal Data or are engaged in the development of tools used to process Personal Data.

Atos Group mandatory training is part of an integrated platform provided to members of staff, which prompts them when training is due and maintains individual training records that are monitored by immediate line managers. Data Protection is one of the modules. Failure to complete mandatory training may affect performance assessments and can lead to disciplinary action. Completion of mandatory Data Protection training is monitored by the DP Community as part of the Compliance team together with the Human Resources Department in order to provide assurance that new training is being taken up and to allow identification of any areas of the business where additional effort is required to ensure completion.



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## **15 Audit**

Atos commits to audit Atos Group's compliance with regard to compliance with these UK BCR-P including the implementation of these UK BCR-P and methods of ensuring corrective action is taken.

Such audit shall be carried out on a regular basis, with no more than 3 years between each audit. Such audit shall be carried out by our internal audit team whose reports are presented during Internal Audit Committee to the Atos SE Board. As a result, the audit is initiated by the Atos headquarters entity, i.e. Atos SE.

The results of the audit shall be communicated to the Atos Group DP Community and corrective actions shall be proposed by the Atos UK Data Protection Officer, who will report on their completion to the Atos IT Services UK Limited Board.

Upon request, the Commissioner and Third Parties (Controllers and Processors who rely on these UK BCR-P) may obtain the full results of the Data Protection Audit and details of any corrective actions.

Where Atos acts as a Processor, Controllers can request an audit to be carried out on the Atos and/or sub-processors' facilities used to process the Controller's personal Data. Such audit requests can be valid only provided that the Controller gives appropriate prior notification to Atos.

The audit plan dedicated to these UK BCR-P is described in Appendix 9.

The Commissioner may, without restrictions, carry out an audit of any Atos Entity in respect of Processing undertaken under these UK BCR-P. This is in addition to the Commissioner's audit rights as defined in data protection legislation.

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## **16 Data Protection Community**

Atos will ensure that the group data protection policy and its binding corporate rules, including these UK BCR-P, are effectively implemented throughout Atos Group.

For this very reason, a Data Protection Community (“DP Community”) has been created. This DP Community is composed of two branches which cooperate and work together: the legal branch and the operational and security branch.

The Legal branch is led by the Chief Legal Counsel in Data Protection and the Operational and Security branch is led by the Group Chief Data Governance Officer both together the Group Data Protection Office. These represent Atos Group, i.e. Atos SE, and are part of the Group legal & compliance management team.

These two branches rely on a network of local legal experts in Data Protection and on Data Protection Officers, both together forming the Local Data Protection Office. They are all listed in Appendix 1. The UK is represented by the UK Data Protection Office, which includes the UK Data Protection Officer and a representative of the Atos UK legal team as local legal expert.

The UK Data Protection Office, which forms part of the DP Community will take the lead in respect of implementing and monitoring the operation of these UK BCR-P.

The complete organization is described in Appendix 1 together with the respective roles and responsibilities of each role within the organisation.

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## **17 Key Performance Indicators (KPI)**

In order to ensure effective implementation of the group data protection policy and its binding corporate rules, including these UK BCR-P, the DP Community maintains KPI as designed by the Group Data Protection Office.

These KPI cover in particular, but not exclusively:

- ✓ Number of data breaches;
- ✓ Number of data breaches notified to a Supervisory Authority (in the case of the UK, the Commissioner);
- ✓ Number of data breaches notified to Data Subjects;
- ✓ Number of complaints from Employees, vendors or suppliers;
- ✓ Number of complaints from others (for example from other data subjects).
- ✓ Number of requests from Employees, vendor or supplier personnel to access their personal data;

Number of requests from other data subjects to access their personal data. Each Local Data Protection Office collects these KPI which are then centralized and analysed by the Group Data Protection Office every six (6) months.

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## **18 Investigation**

Where an on-site investigation or audit takes place (for example by a Controller or the Commissioner) the Local Data Protection Office shall be immediately contacted, and it shall immediately contact the Group Data Protection Office.

As described in Section 10, the Local Data Protection Office and the Group Data Protection Office shall actively cooperate with the authority carrying on the investigation.

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## 19 Update of the UK BCR-P

These UK BCR-P may be amended from time to time and where necessary, in particular where necessary to comply with applicable data protection law or to incorporate changes within the Atos Group.

Any significant changes to these UK BCR-P, such as those that:

- potentially affect their data protection compliance;
- are potentially detrimental to Data Subject rights;
- potentially affect the level of protection offered by the UK BCR-P;
- affect the binding nature of the UK BCR-P,

shall be reported to all Atos Entities as well as to the Commissioner without undue delay with an explanation for the change. Clear and easily available information regarding any such significant change shall be made for Employees and Third Parties information.

Other changes, such as changes to the list of bound Atos Entities, will be reported to all members on a regular basis and will be reported to the Commissioner annually.

Where Atos acts as Processor it also commits to inform its Customers acting as Controller of any update and amendment of the scope of the UK BCR-P. Such notification to Customer shall be made in such a timely manner that it enables Customer to acknowledge Customer statement and to take necessary actions according to the applicable revision clause stated in the Service Level Agreement which binds Atos to the Customer.

In any case, a list of Atos Entities bound by these UK BCR-P as well as a list of amendments shall be kept up to date in Appendix 2. These two lists will be kept up to date by the UK Data Protection Office which shall ensure appropriate communication as described in paragraph 2 of this section.

The UK Data Protection Office will maintain the list of bound Atos Entities, control changes to these UK BCR-P and make the above reports.

Any administrative changes and more significant changes to these UK BCR-P will be documented and communicated as above.

No transfer of Personal Data to an Atos Entity will be made on the basis of these UK BCR-P unless the Atos Entity concerned is effectively bound by them.

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## **20 Legally Binding Requests for Disclosure of Data**

Where, when acting as a Processor under these Binding Corporate Rules, an Atos Entity receives a legally binding request for disclosure of Personal Data by a law enforcement authority, unless prohibited by law, the Atos Entity shall, subject to applicable legislation preventing or prohibiting it, communicate it to the Controller, suspend execution of the request and inform the Commissioner.

If applicable laws prohibit the suspension of execution or communication of the request, the Atos Entity shall use its best efforts to obtain the right to waive this prohibition in order to communicate as much information as possible and as soon as possible to the Controller and the Commissioner, and to be able to demonstrate that it did so.

If, despite having used its best efforts, the Atos Entity is not in a position to inform the Commissioner, the Atos Entity will provide to the Commissioner, at least once a year, general information on the requests received (e.g., number of applications for disclosure, type of data requested, requester if possible, etc.).

In any case, the Atos Entity shall use its best efforts to ensure that any transfers of Personal Data to any public authority will not be massive, disproportionate and indiscriminate in a manner that would go beyond what is necessary.

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## 21 RACI

RACI: R: Responsible A: Accountable C: Consulted I: Informed

Activity	UK DP Office on behalf of Group Data Governance Office	Local DPLE	Local DPO
<b>ADOPTION OF THE UK BCR-P FOR THE ENTITIES</b>			
Adoption of an Intra-Group Agreement between Atos parent company and Atos entities regarding the bindingness of the UK BCR as a Processor	C	R (regarding the content of the IGA)	R (regarding the signature of the IGA)
For each UK BCR-P new member, determine whether or not a Local Board Decision is necessary	C	A/R	I
if yes: Presentation to the Local Board to request validation by the Board	C	A/R	I

Activity	UK DP Office and Group Data Governance Office	Local DPLE	Local DPO
<b>MAKING UK BCR-P BINDING AMONGST EMPLOYEES</b>			
Translate UK BCR-P into local language when required by Local law	I	A/R	A/R
Determination of the local requirements regarding Work Councils	I	A/R	A
Where necessary, prepare communication pack for Work Councils presentation	C	A/R	A/R
Where necessary, consultation or information needed: set up date and present to Works Councils	C	A/R	A/R
Where not necessary: communicate broadly to all Employees to comply with transparency and information requirement (via mailing or through appropriate local bulletin).	A (for effective Communication at global level) / R (for drafting the communication)	R (for effective communication at local level)	R (for effective Communication at local level)

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Activity	UK DP Office and Group Data Governance Office	RBU & GDC DPLE	RBU & GDC DPO	Local DPLE	Local DPO
<b>TRANSLATION OF ALL MATERIALS AND TOOLS INTO LOCAL LANGUAGE</b>					
Ensure translation of all materials into local language	I	I	I	A (as a DPO team) /R	A (as a DPO team) /R
<b>TRAINING</b>					
Prepare the Global & General training	A/R (Design trainings (mandatory & dedicated))	C	C	C	C
Update DP training with local specificities, including translation (e.g. establish legal training content for local needs)	I	R	R	A (as a DPO team) /R	A (as a DPO team) /R
Ensure DP training is effectively followed by Employees at local level (Roll-out mandatory and dedicated trainings)	R	R	R	A (as a DPO team) /R	A (as a DPO team) /R
Deliver classroom training when needed	A/R (for the relevant scope)	A/R (for the relevant scope)	A/R (for the relevant scope)	A/R (for the relevant scope)	A/R (for the relevant scope)
Identify training needs	A/R (for the relevant scope)	A/R (for the relevant scope)	A/R (for the relevant scope)	A/R (for the relevant scope)	A/R (for the relevant scope)
Make available training for DP Community	A/R	R	R		
Train local DPOs and DPLEs	C	A/R	A/R		



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Activity	UK DP Office and Group Data Governance Office	GBU & GDC DPLE	GBU & GDC DPO	UK DPLE	UK DPO	Operational
<b>HANDLING CUSTOMERS' REQUESTS OR COMPLAINTS AT GLOBAL LEVEL</b>						
Receive complaints of Customer	I	I	I			A/R
Send A/R of the complaint in due time	I	I	I			A/R
Analysis of the complaint	C	I	I			A/R
Resolution of the complaint	C	I	I	I	I	A/R
<b>HANDLING CUSTOMERS' REQUESTS OR COMPLAINTS AT LOCAL LEVEL</b>						
Receive complaints of Customer	I	I	I	I	I	A/R
Send A/R of the complaint in due time	I	I	I	I	I	A/R
Analysis of the complaint	I	C (where needed)	C (where needed)	R	R	A/R
Resolution of the complaint	I	I	I	C	C	A/R

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Activity	UK DP Office and Group Data Governance Office	GBU & GDC DPLE	GBU & GDC DPO	Local DPLE	Local DPO	Operational
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**HANDLING DATA SUBJECTS COMPLAINTS RECEIVED WHEN ACTING AS A PROCESSOR**

Receive complaints of Data Subjects	I (report of KPI by Local)	I (report of KPI by Local)	I (report of KPI by Local)	A (as a DPO team) /R	A (as a DPO team) /R	I (where concerned)
Send A/R of the complaint in due time				A (as a DPO team) /R	A (as a DPO team) /R	I (where concerned)
Provide the contract related to the Request/ Complaint	R			A (as a DPO team) /R	A (as a DPO team) /R	R
Reviewing the provisions of the Contracts regarding the agreed responsibilities with Clients regarding Data Subjects	C (where needed)	C (where needed)	C (where needed)	A (as a DPO team) /R	A (as a DPO team) /R	I (where concerned)

**HANDLING OF REQUESTS FROM INFORMATION COMMISSIONER**

Receive request (ensuring that there is an effective process in place)	A/R			C (if concerned)	C (if concerned)	I (if concerned)
Send A/R of the request in due time	A/R			C (if concerned)	C (if concerned)	I (if concerned)
Analysis of the request	A/R			C (if concerned)	C (if concerned)	C (if concerned)
Answer to the request	A/R					
Follow up of the request	A/R					

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Activity	G UK DP Office and Group Data Governance Office	GBU & GDC DPLE	GBU & GDC DPO	Local DPLE	Local DPO	Operational
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**HANDLING OF LOCAL DATA PROTECTION AUTHORITY'S REQUESTS**

Receive request (ensuring that there is an effective process in place)	I			A/R	R	I (if concerned)
Send A/R of the request in due time	I			A/R	R	I (if concerned)
Analysis of the request	C	I	I	A (as a DPO team) /R	A (as a DPO team) /R	C (if concerned)
Answer to the request	C	I	I	A (as a DPO team) /R	A (as a DPO team) /R	C (if concerned)
Follow up of the request	I	I	I	A (as a DPO team) /R	A (as a DPO team) /R	C (if concerned)

Activity	Group Data Governance Office	GBU & GDC DPLE	GBU & GDC DPO	UK DPLE	UK DPO	Operational
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**GENERAL NOTIFICATION/AUTHORIZATION REQUEST TO INFORMATION COMMISSIONER**

Complete necessary local formalities with DPAs	C	C	C	A (as a DPO team) /R	A (as a DPO team) /R	
Monitoring of such requests/formalities	C	C	C	A (as a DPO team) /R	A (as a DPO team) /R	
Where necessary, contact the Data Protection Authority for processes at Global Level	R			A (as a DPO team) /R	A (as a DPO team) /R	
First response to local DP related events: identify legal obligations (notifications, etc.)	I	A (as a GBU DPO team) /R	A (as a GBU DPO team) /R	R	R	

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Activity	Group Data Governance Office	GBU & GDC DPLE	GBU & GDC DPO	UK DPLE	UK DPO	Operations (Business Owner + relevant support functions)
<b>PROCESSOR COMPLIANCE ASSESSMENT OF DATA PROCESSING (CADP-P) AT GLOBAL LEVEL</b>						
Completing the CADP as Processor (CADP-P)	C	I (SP register)	I (SP register)	I (SP register)	I (SP register)	A/R for Business Owner C for Support Function
Ensuring the CADP is embedded in the Contract	C (where needed)					A/R
Implementing corrective measures, after instructions to the Supplier/service Provider and Submit to Review if needed	I	I				A/R
Monitoring Supplier's / Service Provider's Data Protection practices	C (where needed)					A/R

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Activity	Group Data Governance Office	GBU & GDC DPLE	GBU & GDC DPO	UK DPLE	UK DPO	Operations (Business Owner + relevant support functions)
<b>CONTROLLER COMPLIANCE ASSESSMENT OF DATA PROCESSING (CADP) AT LOCAL LEVEL</b>						
Fulfilling the CADP	I (SP register)	I (SP register)	I (SP register)	C	R (support)	A/R
Submitting the CADP for Local Review	I (SP register)	I (SP register)	I (SP register)	I (SP register)	I (SP register)	A/R
Completing the CADP-P	I (figures in Dashboard)	I (figures in Dashboard)	I (figures in Dashboard)	I (figures in Dashboard)	I (figures in Dashboard)	A/R for Business Owner
Reviewing the CADP-P	I (SP register)	I (SP register)	I (SP register)	A (as a DPO team)/R	A (as a DPO team)/R	R
Giving corrective measures in case CADP raises alerts	I (SP register)	C (for legal issues) / I (for technical issues)	C (for technical issues) / I (for legal issues)	A as a DPO team/R (give Go/No go)	A as a DPO team/R (give Go/No go)	C
Ensuring the CADP is embedded in the Contract	C (in case of arbitrage)	C (in case of difficulties)	C (in case of difficulties)	C	C	A/R
Implementing corrective measures, after instructions to the Supplier/service Provider and Submit to Review if needed	I	I		I	I	A/R
Monitoring Supplier's / Service Provider's Data Protection practices				C (where needed)	C (where needed)	A/R
<b>REGISTER OF PROCESSING ACTIVITIES</b>						
Creating the register	I	I	I	C	C	A/R
Reviewing the Register	I (SP register)	I (SP register)	I (SP register)	A/R (SP register)	A/R (SP register)	C
Ensuring that the latest details are recorded in MyCADP	C (for global projects)	I	I	C (for local projects)	C (for local projects)	A/R

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## 22 APPENDICES – PROCEDURES

**Appendix 1** – Organisation of the Data Protection Community and Roles

**Appendix 2** – List of entities bound by the UK BCR-P

**Appendix 3** – Form for Data Subject to exercise their rights

**Appendix 4** – Procedure for Handling Data Subject Complaints where Atos acts as a Processor

**Appendix 5** – Procedure for Handling Complaints from Controllers whose Personal Data are processed by Atos

**Appendix 6** – Data Transfers – Categories of Data, Categories of Data Subject and Purposes of Data Transfer

**Appendix 7** – Compliance Assessment of Data Processing where Atos acts as a Processor

**Appendix 8** – Local Data Protection Points of Contact

**Appendix 9** – Audit plan