

# Atos Group Binding Corporate Rules (Atos Group BCR)



# List of changes

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3.0	April 2022	General updates, including <ul style="list-style-type: none"><li>• Additional definitions;</li><li>• Additional information on subject rights;</li><li>• Expanded section on data subject information</li></ul>	Andrew Jackson Wissame En-Naoui Cecilia Fernandez Claude Bineau

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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 (adhesion in the GRI, UN Global Compact). In order to guarantee the highest level of protection to the data it processes, either as a Controller or as a Processor, Atos has adopted these Atos Group Binding Corporate Rules (“Atos Group BCR”).

These Atos Group BCR aim at setting up data protection principles and processes which every entity of Atos commits to apply.

The implementation of such Atos Group BCR 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 Atos Group BCR apply to all Atos Entities regardless of their localization and competent jurisdiction.

#### 1.2.2. Material Scope

These Atos Group BCR cover all Personal Data Processing irrespective of the nature of the Personal Data processed. These Atos Group BCR cover all type of processing carried out by Atos acting as Controller or as Processor. As a result, these Atos Group BCR cover processing of HR, Customer, Supplier, or Marketing and Communications Data.

Atos commits to provide the same level of protection to its own Employees’ Personal Data as to any Third Parties’ Personal data.

#### 1.2.3. Bindingness amongst entities

These Atos Group BCR are part of the Intra Group Agreement which makes all Group policies legally binding amongst all Atos Entities which enter into the Intra Group Agreement and which 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 EEA and which are located within third countries.

#### 1.2.4. Bindingness amongst employees

Atos Group BCR 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 Atos Group BCR 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 Atos Group BCR.

### 1.3. Document maintenance and distribution

The Atos Group BCR are made available via the privacy page of the Atos website (<https://atos.net/en/privacy>) and in addition is made accessible to all Atos employees via

the Atos corporate intranet. It may be communicated to any Customers upon request as specified in Section 9 and is annexed or referred /linked to relevant Agreements.

#### 1.4. Related documents

These Atos Group BCR are also composed of 10 Appendices which describe the procedures which enable to guarantee that the BCR are effectively implemented.

#### 1.5. Keywords

The terms used in these Atos Group BCR are defined as follows:

**Atos:** Atos Headquarters together with their entities owned by Atos Group irrespective of the jurisdiction.

**Atos Entity:** any entity within the Atos Group which is directly or indirectly owned and/or controlled by Atos and which is bound by these Atos Group BCR.

**Atos S.E.:** a company incorporated under French law, having its registered office at River Ouest - 80 quai Voltaire - 95870 Bezons, registered with the Trade and Companies Registrar under number 412 190 977 RCS Pontoise.

**Binding Corporate Rules:** this Policy together with its Appendices, all together referenced as Atos Group BCR.

**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 Atos Entity acting as a Controller and which transfers Personal Data to a Data Importer located in a Third country.

**Data Importer:** any Atos Entity located in a Third Country receiving Personal Data from a Data Exporter.

**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

**Data Protection Authority(ies):** any local authority which is competent to handle data protection issues.

**Data Protection Impact Assessment:** an assessment of the impact of the envisaged processing operations on the protection of Personal Data as required by Article 35 of the EU 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.

**Local Data Protection Office:** both the local Legal Experts on Data Protection and the Local Data Protection Officer as defined in Section 16 of these Atos Group BCR.

**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 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.

**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.

**Region:** several countries recognizing that they provide an equivalent level of protection to the Personal Data processed.

**Sensitive 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 freely available or accessible in public domain or furnish under any other law for the time being in force shall not be regarded as sensitive personal data or information for the purposes of these Atos Group BCR.

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

**Third Country:** all countries where the level of protection of personal data is not adequate in comparison to the level of protection of personal data provided by the country where the Data Exporter is located.

**Third Party(ies):** 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.

**Personal Data Transfer:** the disclosure of Personal Data to Third Parties, the transmission of such data to Third Parties, or the process of making such data available to Third Parties in any form for inspection or retrieval.

## 2. Principles for processing of Personal Data

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

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 lawful 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 Customer's instructions, Atos shall inform the Customer immediately.

Where one of the Atos Entity has reasons to believe that the applicable legislation prevents the company from fulfilling

- its obligations under these Atos Group BCR 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 Atos Group BCR, it will promptly inform the Local Data Protection Office and where Atos acts as Processor it shall inform duly the Controller and in close cooperation with Customer, inform the competent Data Protection Authority.

The Local Data Protection Office handles the above issue as soon as possible, but in any case not later than one month after the notification is received.

Where the Local Data Protection Office cannot handle the issue within a month after the complaint is received, it shall refer the case to the Group Data Protection Office which shall take action to solve the issue within two months after the Group Data Protection Office receives the notification from the Local Data Protection Office.

In case of doubt, with regard to the interpretation of local laws, the Local Data Protection Office and/or the Group Data Protection Office shall seek Data Protection Authority or external counsel's advice in order to ensure compliance with the most stringent provisions.

Where Atos acts as a Processor it shall also notify a Controller of any concern that it may have to consider for the delivery of the service by Atos in compliance with these Atos Group BCR and with the Customer'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 Atos to the Customer. The same shall apply where Atos acts as a Processor and it has reasons to believe that the existing and/or future applicable legislation may prevent it from fulfilling the instructions received from the Controller or its obligations under the Atos Group BCR.



## 2.1. Legal grounds for processing Personal Data

Before starting any Processing of Personal Data, the Atos Entity acting as Controller shall make sure that the processing relies on one of the following grounds:

- the Data Subject has given his 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 legitimate interests pursued by the Atos Entity or by the Third Party or parties to whom the data are disclosed, except where such interests are overridden by the interests for 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 a third party to whom the Data are disclosed.

Where Atos acts as a Processor, it commits to help and assist the Controller to respect the above listed principles.

## 2.2. Principles to be respected when processing Personal Data

When implementing a new Processing of Personal Data and while such Processing is being carried out, an Atos Entity, acting as a Controller, shall guarantee that:

- The Processing is transparent, fair and lawful  
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, organizational and security measures are implemented according to Atos Security Policy.  
and
- Appropriate technical and organizational 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 authorization of the Controller.

Where Atos 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 Atos is not in a position to enable the Controller to respect such principles.

While the processing is being carried out, Atos entity acting as Controller, shall guarantee 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, Atos 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 Atos as a Processor with a Controller, Atos 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 legislation imposed upon them prevents it from returning or destroying all or part of the personal data transferred.

### 2.3. Special Category data

When Atos acts as a Controller, Special Category Data shall be processed only provided that:

- The Data Subject has given his/her Consent to the processing of those Personal Data for one or more specified purposes,  
or
- Processing is necessary to protect the vital interests of the Data Subject or of another natural person where the Data Subject is physically or legally incapable of giving consent  
or
- the Processing is required in the context of preventive medicine or medical diagnosis by a health professional under applicable national law,  
or
- the Data Subject itself has already manifestly placed the affected Special Category Data in the public domain,  
or
- the Processing is essential for the purpose of establishing, exercising, or defending legal claims, provided that there are no grounds for assuming that the Data Subject has an overriding legitimate interest in ensuring that such data is not processed,  
or
- Processing is explicitly permitted by applicable national law (e.g. registration/protection of minorities).

## 2.4. 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 unauthorized or unlawful processing.

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

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

## 2.5. Automated individual decisions

When automated Personal Data Processing may have a negative effect or a legal consequence on the Data Subject, Atos shall notify the Data Subject about the occurrence of such automated decisions and will implement measures, where applicable, to protect the right of the individual in such circumstances not to have such a decision taken based solely on automated processing.

The Data Subject has the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him/her or similarly significantly affects him/her, except where this decision (a) is necessary for entering into, or performance of a contract to which the Data Subject is party, (b) is required or authorized by applicable law which also lays down suitable measures to safeguard the Data Subject's rights and freedoms and legitimate interests or, (c) is based on the Data Subject's explicit consent.

## 2.6. Accountability

### 2.6.1. Impact Assessment

In order to target an appropriate level of compliance with the principles defined in this Section 2, Atos conducts, a Compliance Assessment of Data Processing ("Atos CADP") as detailed in Appendices 8 and 9 and, where required under Applicable Data Protection Law, a Data Protection Impact Assessment ("Atos DPIA").

Where an Atos Entity acts as a Controller, an Atos CADP-C must be completed for all Processes. It shall be reviewed by the competent Data Protection Office.

Where Atos acts as a Processor, the Atos CADP is completed. The Atos CADP is reviewed by the competent Data Protection Office and attached to the agreement to be signed with the Controller.

### 2.6.2. Records of Processing activities

When acting as a Controller or as a Processor, all Atos entities falling within the scope of these Atos BCR shall maintain records of their respective Processing activities. Such records shall be retained in writing, including electronic form, and shall be made available upon request to the competent Data Protection Authority.

Depending on the nature and circumstances of the processing, the records of processing activities shall take the format of Atos Compliance Assessments of Data Processing for Atos as a Controller (Atos CADP-C) or as a Processor (Atos CADP-P).

## 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.

Under the provisions of these BCR, Personal Data Transfers are the responsibility of Data Controllers which shall undertake to provide appropriate safeguards to Personal Data which are transferred. Additional safeguards may be required depending on the nature of the data and the location to which data is to be transferred.

The expected and anticipated types of data and purposes of transfer of Personal data by Atos Entities acting either as Controller or as Processor are described in Appendix 7.

The implementation of the following provisions is further documented and explained in Appendix 7.

### 3.1. Personal Data transfer by an Atos Entity acting as a Controller to an Atos Entity or to a Third Party located in the EU.

Where an Atos Entity, located anywhere, acting as a Controller, transfers Personal Data to another Atos Entity, located within the EU, the Atos Entity transferring the Personal Data shall ensure that the entity receiving the Personal Data commits in writing to provide sufficient guarantees in respect of the technical security measures and organizational measures governing the Processing of the Personal Data.

### 3.2. Personal Data transfer by an Atos Entity in the EU acting as a Controller to an Atos Entity located outside of the European Union bound by Atos Group BCR.

Where an Atos Entity in the EU, acting as a Controller, transfers Personal Data to another Atos Entity, located outside the EU, the transfer is covered by these Atos Group BCR.

### 3.3. Personal Data transfer by an Atos Entity in the EU acting as a Controller to a Third Party located outside the EU in a country that has not received an adequacy decision by the European Commission

Where an Atos Entity in the EU, acting as a Controller, transfers Personal Data to a Third Party, located outside the EU in a country that has not received an adequacy decision by the European Commission, the Atos Entity transferring the Personal Data shall ensure compliance with Section 3.1 of these BCR and, where applicable, sign the appropriate Standard Contractual Clauses adopted by the European Commission or ensure that the transfer is subject to other appropriate safeguards.

### 3.4. Personal Data transfer by an Atos Entity acting as a Processor to an Atos Entity located within the EU.

Where an Atos Entity, located anywhere, acting as a Processor, transfers Personal Data on behalf of a Controller to another Atos Entity on behalf of a Controller, it shall ensure that the sub-processor commit to respect the same obligations as the one which are binding the Data Controller and the importing Atos Entity within the EU.

### 3.5. Personal Data transfer by an Atos Entity acting as a Processor to an Atos Entity located outside the EU.

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

### 3.6. Personal Data transfer by an Atos Entity in the EU acting as a Processor to a Third Party.

Personal Data Transfer by an Atos Entity in the EU, acting as a Processor to a Third Party is possible only where the Controller has given its express consent and where there are guarantees to ensure that the entity receiving the Personal Data commits in writing to provide sufficient guarantees in respect of the technical security measures and organizational measures governing the Processing of the Personal Data.

Where this Third Party is located outside the EU in a country with no EU adequacy decision, Atos Entity acting as processor and transferring the Data shall sign the appropriate module of the EU Standard Contractual Clauses adopted by the European Commission or other appropriate safeguards between the Controller and the Third Party importing the Personal Data.

## 4. Data Subject's rights

### 4.1. Atos Entity acting as a Controller

Where an Atos Entity processes Personal Data acting as a Controller, Data Subjects shall have the right, upon request, to enforce against such Atos Entity the following:

- The general data protection principles, in particular: purpose limitation, data minimization, limited storage periods, data quality, data protection by design and by default, legal basis for Processing, Processing of special categories of Personal Data, measures to ensure data security, and the requirements in respect of onward transfers to bodies not bound by these Atos Group BCR;
- The right to be provided with easy access to these Atos Group BCR and in particular easy access to the information about their third-party beneficiary rights under these BCR, as specified in section 7;
- The right to have access to the data relating to him/her processed by Atos acting either as Controller or as Processor;
- The right to request the rectification or deletion of (a) any inaccurate or incomplete Personal Data relating to him/her, and of (b) any Personal Data with respect to which the purpose of Processing is no longer legal or appropriate;
- The right to request the restriction of processing of their Personal Data where (a) the accuracy of the Personal Data is contested by the Data Subject, for a period enabling verification of the accuracy of the Personal Data, (b) the processing is unlawful and the data subject opposes the erasure of the personal data and requests the restriction of their use instead; (c) the controller no longer needs the personal data for the purposes of the processing, but they are required by the data subject for the establishment, exercise or defense of legal claims; (d) the data subject has objected to processing pending verification whether the legitimate grounds of the controller override those of the data subject.
- The right to request the portability of Personal Data, which the Data Subject has provided to Atos, where (a) the processing is based on consent given by Data Subject, (b) the processing is necessary for the performance of a contract to which the Data Subject is party, (c) the processing is carried out by automated means.
- The right to object, to the Processing of their Personal Data at any time, on the basis of compelling legitimate grounds relating to his/her particular situation, unless such Processing is required by applicable law. Where the objection is justified, the Processing will not be pursued.
- The right not to be subject to decisions based solely on automated Processing, including profiling, but subject to any applicable legal exemptions;
- The Atos Entity's duty to accept liability for paying compensation and to remedy breaches in accordance with section 7 of this Atos Group BCRs;
- 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 Atos Group BCR;
- To be informed regarding Atos Entities bound by these Atos Group BCR.

Any Data Subject can exercise their Data Protection Rights by completing and submitting the Online Form to contact the Data Protection Office at: <https://atos.net/en/privacy/exercise-rights-regarding-personal-data> or by sending or by completing Appendix 3 of this Atos Group BCRs and send the form by email to [dpo-global@atos.net](mailto:dpo-global@atos.net).

Where a Data Subject's request is denied, the Data Subject is granted the right set up in Article 5 of the Atos Group BCR relating to the Complaint Handling Procedure and may exercise this right according to the procedure set up in Appendix 4.

#### 4.2. Atos Entity acting as a Processor

Where an Atos Entity processes Personal Data acting as a Processor, Data Subjects shall have the right, upon request, to enforce against such Atos Entity the following:

- 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 Atos Group BCR;
- The right to complain through an internal complaint mechanism;

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 Atos Group BCR:

- The Atos Entity's duty to respect these Atos Group BCR;
- The right to be provided with easy access to these Atos Group BCR 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;
- The Atos Entity's duty to accept liability for paying compensation and to remedy breaches of these Atos Group BCR;
- 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 Atos Group BCR;
- The Atos Entity's duty to cooperate with the Controller;
- To be informed of the data protection principles including the rules on transfers of personal data;
- To be informed regarding Atos Entities bound by these Atos Group BCR;
- To be informed, where legally permitted, when national legislation prevents an Atos Entity from complying with its obligations under these Atos Group BCR.

## 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 Atos Group BCR have caused him/her damage, he/she may complain to the Atos Group at [dpo.global@atos.net](mailto:dpo.global@atos.net). Similarly, if a Data Subject believes that the Processing of Personal Data which is subject to these Atos Group BCR has not been conducted according to these Atos Group BCR or applicable law, Data Subjects are granted a right to complain against Atos at [dpo.global@atos.net](mailto:dpo.global@atos.net). Such complaints will be notified to the Controller without undue delay unless otherwise agreed with the Controller.

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

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

The Atos Entities concerned accept responsibility for investigating such complaints and for ensuring that action is taken, and remedies are provided, as appropriate.

The use of this complaints procedure will not affect a Data Subject's right to bring a claim before a national court (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, Atos 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 Atos Group BCR becomes a complaint against the Processing by the Atos Entity and the Atos Entity should comply with the procedure set up in Appendix 5.



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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 6.

## 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 either as a Controller or as a Processor, the provisions below shall apply. It is emphasized that Data Subject is encouraged first to file a complaint directly to Atos in order to find an amicable solution according to section 5 of the Atos Group BCR. However, Data Subjects have the right to complain to the relevant Data Protection Authority or courts, whether or not they have first complained directly to the Atos Entity.

### 7.1. Liability of Atos Entities acting as Controller

Where a Data Subject suffers damage as a result of a breach of Atos Group BCR by an Atos entity, acting as Controller, located within the EU, the responsible Atos entity accepts responsibility for and agree to take necessary actions to remedy and pay compensation to the Data Subjects for any damages resulting from the violation of the Atos Group BCR by members of the Atos Group BCR.

Where a Data Subject suffers damage as a result of a breach of Atos Group BCR by an Atos Entity located out of the EU, Atos S.E., a EU based company, accepts responsibility for and agrees to take necessary actions to remedy and pay compensation to the Data subject for any damages resulting from the violation of the Atos Group BCR by members of the Atos Group BCR. 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 an Atos Entity acting as a Controller. Data Subject may exercise its rights before the courts or the competent data protection authority located where Atos S.E. is established.

### 7.2. 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 EU, and where 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 S.E., a EU based company. In this case, the Data Subject may exercise its rights before the courts or the data protection competent authority located where Atos S.E. is established. 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 Atos Group BCR is effectively recognized by a competent court, it is the responsibility of an Atos Entity acting as a Processor based in the EU to deal with the claim in good faith; this EU 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 BCR established outside of the EU and to pay compensation for any damages resulting from the violation of the Atos Group BCR.

Whether or not violation of the Atos Group BCR has been effectively recognized by a competent court, in the case of an Atos entity acting as a Processor based outside of the EU and/or of an external sub-processor located outside of the EU, Atos S.E., a EU 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 Atos Group BCR and/or of external sub-processors established outside of the EU as well as to pay compensation for any damages resulting from the violation of the Atos Group BCR.

### 7.3. Burden of proof

In any case, where section 7.1 or 7.2 applies, and where Data Subject has demonstrated that they have suffered damage that is likely to have been caused by a breach of the Atos Group BCR, the Atos Entity accepts to bear the burden of proof for demonstrating that any damage suffered by the Data Subject was not caused by a breach of the Atos Group BCR 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 Atos Group BCR against Atos according to the applicable liability regime set up in the Service 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 Atos Group BCR and/or under local applicable law.

## 9. Data Subject's information

### 9.1. Permanent information

Atos commits to make its Atos Group Binding Corporate Rules (Atos Group BCR) readily available to every Data Subject and Controllers. The Atos Group BCR are published on atos.net website and is accessible from all IT applications made available to its own Employees.

Upon Controllers' request workshops can be organized by Atos to detail further Atos Group BCR.

### 9.2. Data Subject's information when Atos acts as a Controller

In addition, where it acts as a Controller, Atos commits to provide Data Subjects with the following information with regard to any Processing of Personal Data that it implements (where reasonably possible):

- The identity of the Controller;
- The contact details of the data protection officer, where applicable;
- The purposes of the Processing for which the Personal Data are intended as well as the legal basis for their Processing;
- Where applicable, the legitimate interests pursued by the Controller or by a Third Party;
- The recipients or categories of recipients of the Personal Data;
- Where applicable, information regarding data transfers to a Third Country and any relevant safeguards for such transfers;
- The period for which the Personal Data will be stored, or if that is not possible, the criteria used to determine that period;
- The existence of the right to request from the Controller access to and rectification or erasure of Personal Data or restriction of Processing concerning the Data Subject or to object to Processing as well as the right to data portability, where applicable;
- The right to withdraw consent for Processing, where applicable;
- The right to lodge a complaint to the competent Data Protection Authority and/or to Atos;
- Whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether the Data Subject is obliged to provide the Personal Data and of the possible consequences of failure to provide such data;
- The existence of automated decision-making, including profiling and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the data subject;
- Information regarding the source from which the Personal Data originate, and if applicable, whether the data came from publicly accessible sources.

### 9.3. 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 Group commits 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, Atos 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 local data protection legal requirements while at the same time the Atos Entity will comply with all its contractual commitments.

### 10.2. Cooperation with Data Protection Authorities

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

Atos Entities shall also cooperate actively with all Data Protection Authorities requests in particular to ensure adequate and timely response to any request received from Data Protection Authorities.

Atos also accepts to be audited by Data Protection Authorities to verify compliance with applicable data protection legislation and with these Atos Group BCR.

Atos Entities shall, to a reasonable extent, abide by the advice of the Data Protection Authorities on any issues regarding data protection.

## 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 Controller, becomes aware of a Personal Data Breach, Atos shall, without undue delay and no later than 72 hours after having become aware of the Personal Data Breach, notify the competent Data Protection Authority, unless the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of the Data Subjects affected. Such notification shall at least:

- a. describe the nature of the Personal Data Breach including where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned;
- b. communicate the name and contact details of the Data Protection Officer or other contact point where more information can be obtained;
- c. describe the likely consequences of the Personal Data Breach;
- d. describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

In addition, where the Personal Data Breach incurred by Atos as a Controller is likely to result in a high risk to the rights and freedoms of natural persons, the Controller shall communicate to the Data Subject information relating to the Personal Data Breach which shall include in plain and clear text:

- a. the name and contact details of the Data Protection Officer or other contact point where more information can be obtained;
- b. a description of the likely consequences of the Personal Data Breach;
- c. a description of the measures taken or proposed to be taken to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

In the event that Atos, 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 Data Subjects affected by the breach.

## 12. Privacy by Design

### 12.1. Product and services development

Where one of the Atos Entities or business team intends 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 other applicable local law.

For this very purpose, where a project is developed by an Atos Entity, the business team in charge of the new processing shall produce an Atos CADP as described in Appendix 8 or 9. The Local Data Protection Office shall receive a copy of the Atos CADP, shall conduct random reviews of the Atos CADP and shall make recommendations to have the project run in a compliant manner.

Where required under applicable law, an Atos Entity will undertake an Atos DPIA or will assist a Controller in the performance of an Atos DPIA.

Where the Local Data Protection Office considers that this is necessary it will consult the Global Data Protection Office, which will provide appropriate support.

Where a project is developed at global level, the Global Data Protection Office shall be consulted and shall produce a risk assessment regarding the project in order to make recommendations to have the project run in a compliant manner.

It results from the above that Employees who develop new projects shall make sure that the Local or Global Data Protection Office are 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 local level, the Local Data Protection Office shall be consulted as of the beginning of the project and involved at every stage of the project. The Local 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 centers or the structuration of the company.

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

Where a project is developed at global level, the Global Data Protection Office shall be consulted as of the beginning of any bid management or beginning of the project and it shall be involved at every stage of the project. The Global 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 centers or the structuring of the company.

It results from the above that Atos Employees who undertake such projects shall make sure that the Local or Global Data Protection Office are involved in each project.



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## 13. National Notification to Competent Data Protection Authorities

Where local Data Protection Authorities request prior notification of the process implemented, Atos commits to respect local requirements in this regard.

Atos keeps records of its Processing activities as both a Controller and a Processor. Where an Atos Entity acts as a Controller, each Local Data Protection Office keeps a register of processing implemented by Atos and gather all prior notification forms that are submitted to local Data Protection Authorities.

Where an Atos Entity acts as a Processor on behalf of a Controller or 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 local registration requirements.

## 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, 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 Data Protection 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 these Atos Group BCR.

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 S.E Board. As a result, the audit is initiated by the Atos Headquarters entity, i.e. Atos S.E.

The results of the audit shall also be communicated to the Atos Group Community and corrective actions shall be proposed.

Upon request, Competent Data Protection Authorities and Third Parties may obtain 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 Atos Group BCR is described in Appendix 11.

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## 16. Data Protection Community

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

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

The Legal branch is led by the Group General Counsel 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 whole Data Protection Community, including its two branches, is coordinated and supervised by the Group Chief Compliance Officer.

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

## 17. Key Performance Indicators (KPI)

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

These KPI cover in particular, but not exclusively:

- Number of complaints from employees
- Number of data breaches;
- Number of data breaches notified to a Data Protection Authority;
- 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 analyzed by the Group Data Protection Office every six (6) months.

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## 18. Investigation

Where on site investigation or audit takes place 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.

## 19. Update of the Atos Group BCR

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

Any significant changes to these Atos Group BCR, 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 Atos Group BCR;
- affect the binding nature of the Atos Group BCR

shall be reported to all Atos Entities as well as to Data Protection Authorities without undue delay and 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.

Where Atos acts as Processor it also commits to inform its Customers acting as Data Controller of any update and amendment of the scope of the Atos Group BCR. 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 Atos Group BCR 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 Group Data Protection Officer which shall ensure appropriate communication as described in paragraph 2 of this section.

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## 20. Legally Binding Requests for Disclosure of Data

Where, when acting as a Controller 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, attempt to suspend the execution of the request and inform the Data Protection Authority competent for the Atos entity concerned as well as Atos's lead Data Protection Authority.

Where, when acting as a Processor, Atos receives a legally binding request for disclosure of data by a law enforcement authority, unless prohibited by law, Atos shall, subject to applicable legislation preventing or prohibiting it, communicate it to the Controller. Atos shall suspend execution of the request and the Data Protection Authority competent for the Controller and Atos's lead Data Protection Authority shall be informed about it.

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 relevant Data Protection Authorities, 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 relevant Data Protection Authorities, the Atos Entity will provide to the Competent Data Protection Authority, at least once a year, general information on the requests (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.



## 21. RACI

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

Activity	Group Data Governance Office	Local DPLE	Local DPO
<b>Adoption of the BCR for the Entities</b>			
Adoption of an Intra-Group Agreement between Atos parent company and Atos entities regarding the bindingness of the BCR	A/R	C (regarding the content of the IGA)/R (regarding the signature of the IGA)	I
For each BCR 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	Group Data Governance Office	Local DPLE	Local DPO
<b>Making BCR Binding Amongst Employees</b>			
Translate BCR 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)

Activity	Group Data Governance Office	GBU & GDC DPLE	GBU & 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		

Activity	Group Data Governance Office	RBU & GDC DPLE	RBU & GDC DPO	Local DPLE	Local 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

Activity	Group Data Governance Office	RBU & GDC DPLE	RBU & GDC DPO	Local DPLE	Local DPO	Operational
Resolution of the complaint	I	I	I	C	C	A/R
Handling Employees'/Visitors Requests or Complaints (or Any Other Data Subjects When Atos Acts as Controller)						
Receive complaints of Customer	I	I	I	A (as a DPO team) /R	A (as a DPO team) /R	
Send A/R of the complaint in due time	I	I	I	A (as a DPO team) /R	A (as a DPO team) /R	
Analysis of the complaint	C (where needed)	C (where needed)	C (where needed)	A (as a DPO team) /R	A (as a DPO team) /R	
Resolution of the complaint	I	I	I	A (as a DPO team) /R	A (as a DPO team) /R	
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)
According to the terms of the Agreement, transfer the request/complaint to the Client	I (report of KPI by Local)	I (report of KPI by Local)	I (report of KPI by Local)	I	I	A/R
According to the terms of the Agreement, direct resolution of the request/complaint	C (where needed)	C (where needed)	C (where needed)	A (as a DPO team) /R	A (as a DPO team) /R	R
Handling of the Lead Data Protection Authority's Requests						
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					

Activity	Group Data Governance Office	RBU & GDC DPLE	RBU & GDC DPO	Local DPLE	Local DPO	Operational
<b>Handling of Local Data Protection Authority's Requests</b>						
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)
<b>General Notification/Authorization Request to Data Protection Authorities</b>						
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	
<b>Data Breach Notification to Data Protection Authorities</b>						
Complete Data Breach Templates	C	C	C			A/R
Receive Data Breach Templates	A/R (when the breach has a global impact)	R	R	A/R (when the breach has a local impact)	A/R (when the breach has a local impact)	
Transmit the Data Breach Notification to the relevant DPA	A/R (when the breach has a global impact)	R	R	A/R (when the breach has a local impact)	A/R (when the breach has a local impact)	
<b>Data Breach Notification to Data Subjects</b>						
Complete Data Breach Templates	C	C	C	C	C	A/R
Receive Data Breach Templates	A/R (when the breach has a global impact)			A/R (when the breach has a local impact)	A/R (when the breach has a local impact)	

Activity	Group Data Governance Office	RBU & GDC DPLE	RBU & GDC DPO	Local DPLE	Local DPO	Operational
Transmit the Data Breach Notification to the relevant Data Subjects	A/R (when the breach has a global impact)			A/R (when the breach has a local impact)	A/R (when the breach has a local impact)	

Activity	Group Data Governance Office	GBU & GDC DPLE	GBU & GDC DPO	Local DPLE	Local DPO	Operational	Contract Lawyer
<b>Data Protection Clauses in Global Contracts</b>							
Ensuring that the Data Protection Clauses is part of all Contract where personal data is processed						A/R	
Reviewing DP clauses in major contracts	C (if needed)	I		I		C	A/R
Implementing standard clauses	I	I		I		A/R	C
Preparing Data Transfer Agreements	C (if needed)	I		I		A/R	C
Getting Data Transfer Agreements signed	I	I		I		A/R	C
Reviewing and approving the security appendices	C (if needed)	I		I		A/R (jointly with Group Security Officer)	I
<b>Data Protection Clauses in Local Contracts</b>							
Ensuring that the Data Protection Clauses is part of all Contracts where personal data is processed				R (pass the message when reviewing the Atos CADP)	R (pass the message when reviewing the Atos CADP)	A/R	
Reviewing DP clauses in major contracts (i.e. above 100m€)	I (KPI)	I/C (when problems)	I	A/R	C	I	I
Reviewing DP clauses in all contracts below 100 m€	I	I/C (when problems)	I	C (if necessary)		I	A/R
Preparing Data Transfer Agreements in	C (in case of difficulties)	C (in case of difficulties)		A/R	I	C	

Activity	Group Data Governance Office	GBU & GDC DPLE	GBU & GDC DPO	Local DPLE	Local DPO	Operational	Contract Lawyer
major contracts (i.e. above 100m€)							
Preparing Data Transfer Agreements in all contracts below 100m€	C (in case of difficulties)	C (in case of difficulties)		C (in case of difficulties)	I	C	A/R
Getting Data Transfer Agreements signed				C	I	C	A/R
Reviewing and approving the security appendices			C (in case of difficulties)	I	C	A/R (jointly with Security Officer)	I

Activity	Group Data Governance Office	GBU & GDC DPLE	GBU & GDC DPO	Local DPLE	Local DPO	Operations (Business Owner + relevant support functions)
<b>Compliance Assessment of Data Processing (Atos CADP) at Global Level</b>						
Completing the Atos CADP as Controller (Atos CADP-C)	C	I (SP register)	I (SP register)	I (SP register)	I (SP register)	A/R for Business Owner C for Support Function
Submitting the Atos CADP as Controller for GDPO review	I (SP register)	I (SP register)	I (SP register)	I (SP register)	I (SP register)	A/R for Business Owner C for Support Function
Reviewing the Atos CADP as Controller (Atos CADP-C)	A/R	R (SP register)	R (SP register)	I (SP register)	I (SP register)	R
Ensuring the Atos CADP is embedded in the Contract	C (where needed)					A/R
Implementing corrective measures, after notification of the Client and Submit to Review if needed						A/R
Implementing corrective measures, after instructions to the Supplier/service Provider and Submit to Review if needed						A/R

Activity	Group Data Governance Office	GBU & GDC DPLE	GBU & GDC DPO	Local DPLE	Local DPO	Operations (Business Owner + relevant support functions)
Monitoring Supplier's / Service Provider's Data Protection practices	C (where needed)					A/R
Compliance Assessment of Data Processing (Atos CADP) at Local Level						
Fulfilling the Atos CADP	I (SP register)	I (SP register)	I (SP register)	C	R (support)	A/R
Submitting the Atos CADP for Local Review	I (SP register)	I (SP register)	I (SP register)	I (SP register)	I (SP register)	A/R
Reviewing the Atos CADP	I (SP register)	I (SP register)	I (SP register)	A (as a DPO team)/R	A (as a DPO team)/R	R
Completing the Atos 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 C for Support Function
Reviewing the Atos CADP-P	I (figures in Dashboard)	I (figures in Dashboard)	I (figures in Dashboard)	I (figures in Dashboard)	I (figures in Dashboard)	R
Giving corrective measures in case Atos 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 Atos 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 notification of the Client and Submit to Review if needed	I	I		I	I	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
Record of Processing Activities (RPA) at Global Level						
Creating RPA for processing begun before 25.05.18, that will continue after 25.05.18.	I (SP register)	I (SP register)	I (SP register)	I (SP register)	I (SP register)	A/R

Activity	Group Data Governance Office	GBU & GDC DPLE	GBU & GDC DPO	Local DPLE	Local DPO	Operations (Business Owner + relevant support functions)
Reviewing the RPA	R	I (SP register)	I (SP register)	A (as a DPO team) /R	A (as a DPO team) /R	C
Record of Processing Activities (RPA) at Local Level						
Completing the RPA for processing begun before 25.05.18, that will continue after 25.05.18.	I (SP register)	I (SP register)	I (SP register)	I (SP register)	I (SP register)	A/R
Reviewing the RPA	I (SP register)	I (SP register)	I (SP register)	A (as a DPO team)/R	A (as a DPO team)/R	C
Register of Processing Activities						
Creating the register	I	I	I	C	C	A/R
Reviewing the Register	C	I	I	A as a DPO team/R (for local projects)	A as a DPO team/R (for local projects)	C
Ensuring that the latest Atos CADP is downloaded in the Register	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 - Organization of the Data Protection Community and Roles

Appendix 2 - List of entities bound by the Atos Group BCR

Appendix 3 - Form for Data Subject's rights exercise

Appendix 4 - Complaint Handling Procedure where Atos acts as a Controller

Appendix 5 - Complaint Handling Procedure where Atos acts as a Processor

Appendix 6 - Complaint Handling Procedure for Third Parties which Personal Data are processed by Atos

Appendix 7 - Transfer of Personal Data - Standard clauses and guidelines

Appendix 8 - Compliance Assessment of Data Processing where Atos acts as a Controller

Appendix 9 - Compliance Assessment of Data Processing where Atos acts as a Processor

Appendix 10 - Local Data Protection Points of Contact

Appendix 11 - Audit plan

# About Atos

Atos is a global leader in digital transformation with 107,000 employees and annual revenue of over € 11 billion. European number one in cybersecurity, cloud and high performance computing, the Group provides tailored end-to-end solutions for all industries in 71 countries. A pioneer in decarbonization services and products, Atos is committed to a secure and decarbonized digital for its clients. Atos is a SE (Societas Europaea), listed on Euronext Paris and included in the CAC 40 ESG and Next 20 Paris Stock indexes.

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