

Our Reference Number:

Dear Sirs,

As your Company is a valued HSE supplier, the HSE is taking this opportunity to write to you regarding 'Brexit'. As you will be aware the United Kingdom's (UK) exit from the European Union (EU) took place at 11pm UK time on Friday, **31<sup>st</sup> January 2020**. Now that the UK has left the EU, the UK will be considered a "third country" and under EU Data Protection Law, all transfers of personal data from the HSE to HSE suppliers within the UK would require the implementation of 'appropriate safeguards'.

However, while the UK has exited the EU it has now entered into a 'transition period' with the EU where it will continue to uphold the EU GDPR rules until the end of the transition period which is currently set at 31<sup>st</sup> December 2020. Following the expiry of the transition period, or any extension thereof, the transfer of personal data to the UK will require us to have appropriate safeguards in place until such a time as the UK secures an adequacy decision with the EU.

Under EU Data Protection Law 'transfers of personal data' to a third country can mean any of the following:

- 1) HSE personal data that continues to be hosted by your Company or your Company's sub-processors within the UK;
- 2) HSE Personal data which is hosted within a country within the European Economic Area (EEA), that continues to be viewed by your Company or your Company's sub-processors from within the UK;
- 3) HSE Personal data which is hosted within a country within the European Economic Area (EEA), that continues to be accessed by your Company or your Company's sub-processors from within the UK.

Following the expiry of the transition period any of the services your Company currently provides to the HSE that involves the transfer of HSE personal data to the UK (as defined above), requires that the HSE is legally obliged under EU Data Protection Law to implement 'appropriate safeguards' in order to continue to transfer HSE personal data to your Company within the UK.

The HSE feels the easiest and most straight forward of these 'appropriate safeguards' to implement would be for the HSE and your Company to enter into an EU Standard Contractual Clauses Agreement. The EU Standard Contractual Clauses Agreements are composed of EU approved legally binding contract clauses and supporting documentation, and they are used by organisations such as the HSE to legally transfer HSE personal data to a legal entity located in a country outside the European Economic Area (EEA). The EU

Standard Contractual Clauses Agreement between the HSE and your Company would only come into effect, at the expiry of the transition period, or extension thereof, when the UK is deemed a third country without an adequacy decision in place.

The HSE have attached a copy of the EU Standard Contractual Clauses Agreement and, the HSE would appreciate if your Company could, complete in full all relevant parts of the Agreement, before signing and returning a copy of the Agreement to the HSE at the earliest possible date but no later than **31<sup>st</sup> October, 2020**. Once your Company has completed and returned the signed Agreement to the HSE, the HSE will countersign the Agreement and send you a copy of the Agreement for your Company's records. Please note that the standard Contractual Clauses Agreement may be not modified and must be signed as provided.

Please ensure that on all correspondence you quote the reference number above

If you have any queries related to this matter, you can contact