At Salesforce, we are committed to the success of our customers. As part of this commitment, we have undertaken preparations to ensure that our customers can continue to transfer data internationally, including following the UK’s departure from the European Union (“EU”), otherwise known as “Brexit”. This document provides responses to questions frequently raised by customers with respect to Salesforce’s Brexit readiness.

In summary, Salesforce’s services continue to operate as normal and you do not need to take any action with us now that the UK has formally left the EU on 31 January 2020, either during the Transition Period (31 January - 31 December 2020), or at the end of the Transition Period (subject to any agreement to the contrary being concluded between the EU and UK during the Transition Period). Our data processing addendum (“DPA”) incorporates three different mechanisms to transfer personal data from the EU and the UK post-Brexit to countries that do not ensure an adequate level of data protection for the purposes of the GDPR:

- Salesforce’s Binding Corporate Rules for Processors (“BCRs”);
- our EU-US and Swiss-US Privacy Shield certification (“Privacy Shield”); and
- the European Commission Standard Contractual Clauses (“SCCs”).

The applicable transfer mechanism is dependent on which Salesforce service you receive. For information on these transfer mechanisms, our DPA and general privacy information, please see our Data Transfer FAQs and Privacy Website.
Overview

On 31 January 2020 the UK left the EU and entered a transition period until 31 December 2020 (the "Transition Period"). The Transition Period was agreed as part of the Withdrawal Agreement (available [here](#)) between the EU and the UK ("Withdrawal Agreement"). During the Transition Period, the UK's relationship with the EU is no longer governed by the EU Treaties, but instead by the terms of the Withdrawal Agreement. The purpose of the Withdrawal Agreement is to allow the UK and the EU time to negotiate the terms of their new relationship.

During the Transition Period

During the Transition Period the GDPR continues to apply in the UK, and the UK is treated as a “Member State” (and not a “third country”) for the purposes of the GDPR. In the words of the [UK Information Commissioner’s Office](#) “it will be business as usual for data protection”.

This means that:

- **For EU-UK and UK-EU data transfers:** Data can continue to be transferred between the EU and the UK without a specific data transfer mechanism as the UK continues to be treated as a Member State.
- **For UK/EU-Rest of the World data transfers:** Because the GDPR continues to apply (i.e. there is no change to the status quo), the data transfer mechanisms within the DPA can continue to be used for transfers from both the UK and the EU to the rest of the world without any impact to, or further action needed by, our customers.

After the Transition Period

After the Transition Period things will not change from how they are today unless a different deal is reached between the UK and the EU before the end of the Transition Period (see FAQ 4 for further explanation). This is because the UK Government introduced legislation as part of its preparations for a no-deal Brexit (the "Data Protection, Privacy and Electronic Communications (EU Exit) Regulations  SI 419/ 2019", or the "Brexit Regulations") which, along with the Withdrawal Agreement, means that:

- **For UK-EU data transfers:** Data from the UK to the EU can flow freely without the need for further legal transfer mechanisms.
- **For UK-Rest of the World data transfers:** Countries which are deemed to provide an adequate level of protection for personal data by the European Commission (see FAQ 2 for further details) prior to the end of the Transition Period will also be considered to be adequate by the UK government after the Transition Period, meaning personal data can be transferred from the UK to these adequate countries. For all other countries, the existing GDPR data transfer mechanisms incorporated into Salesforce’s DPA will continue to be valid when the Transition Period ends because the Brexit Regulations
recognise that SCCs and BCRs provide appropriate safeguards for transfers from the UK.

- For EU-UK data transfers: If the European Commission makes an adequacy assessment in respect of the UK during the Transition Period, data transfers between the EU and UK will take place on the basis of adequacy (see FAQ 2 for further details). Even if this adequacy decision is not concluded by the time the Transition Period ends, data transfers from the EU - UK can continue as they would for a transfer from the EU to any third country using the transfer mechanisms contained in Salesforce’s DPA, i.e. BCRs and SCCs (the Privacy Shield is not applicable in these circumstances as it only governs certain transfers from the EU (or Switzerland) to companies in the US that participate in the Privacy Shield framework).

For more detailed information, please review the frequently asked questions below. For customers requiring further clarification, including questions specific to your Salesforce service, please reach out to your dedicated account executive.

This document is provided on an information-only basis. It contains a broad overview of the laws and guidance issued that may or may not apply to customer use cases related to transfers of personal data in connection with Salesforce’s services. This document is not legal advice and no attorney-client relationship is created by its use. Those reading this document should consult with their own counsel to familiarize themselves with the data protection requirements that govern their specific situations. Please note that the political approach and guidance related to Brexit changes frequently so this document is only accurate as of the date of publication noted above.
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1. Are there changes to my service post-Brexit?

No. Salesforce services continue to operate as normal and you do not need to take any action with us since the UK formally left the EU on 31 January 2020, during the Transition Period, or at the end of the Transition Period (currently 31 December 2020).

2. What happens if the UK is deemed adequate by the European Commission?

During the Transition Period the UK is hoping to achieve an adequacy decision from the European Commission. By way of background, personal data may not be transferred outside the EEA unless there are protections in place to guarantee individuals’ rights and freedoms for their personal data equivalent to those they enjoy in the EU. Those countries which are considered to have a data protection regime which provides an adequate level of protection may benefit from a decision from the European Commission of being deemed adequate which allows the free flow of data from the EU. If this assessment is successful and the UK is deemed adequate then data transfers from the EU to the UK can take place on the basis of adequacy without a specific data transfer mechanism from that point on.

Our DPA already contains the legal mechanisms that would be needed to allow data to flow from the EU to the UK (i.e. BCRs and SCCs). Therefore, even if the UK is not deemed adequate, then data transfers between the EU and UK will still be possible using the transfer mechanisms contained in Salesforce’s DPA, without the need for further action to be taken.

3. How does Salesforce’s contract address data flows?

As noted above, Salesforce incorporates BCRs, the Privacy Shield and SCCs into its DPA. The applicable transfer mechanism is dependent on which Salesforce service you receive. To the extent our services are covered by more than one transfer mechanism, the “Order of Precedence” clause in our DPA ensures that in the event one transfer mechanism can no longer be relied upon, there are other mechanisms in place to ensure the continued flow of data.

4. What if a “deal” is reached during the Transition Period which has an impact on personal data protection?

Until any such deal is agreed, we cannot be certain about the data protection terms that will be included. What we do know for certain is that both the EU and the UK are committed to ensuring a high level of personal data protection and to facilitate data flows between them. Ultimately the EU and UK data protection regimes will remain largely aligned. We are closely monitoring all developments and will continue to update this FAQ to the extent something changes.

In the meantime, during the Transition Period, data transfers can continue as they did prior to the UK leaving the EU, and after the Transition Period our DPA can continue to be relied upon to transfer personal data from the EU to the UK as outlined in this FAQ.
5. I am a Salesforce customer, post-Brexit, does my organization need to migrate its data out of the UK in order to avoid breaching data protection rules?

In respect of Salesforce’s services, it is not necessary to migrate data out of the UK post-Brexit. The standards contained in the GDPR continue to apply in and to the UK throughout the Transition Period and beyond. Ultimately, there are mechanisms in place in both the law and our DPA to ensure that data flows can continue from the UK to the EU, the EU to the UK and the UK to non-EU countries, regardless of the eventual outcome of Brexit and any ongoing negotiations between the EU and the UK.

6. I am a Salesforce customer. How do I determine which transfer mechanism is relevant for the services my organization purchased from Salesforce?

Please review your Salesforce DPA to determine which transfer mechanism is applicable to the service(s) you purchased. In our current DPA, the services to which the BCRs apply to are listed in Appendix A to the BCRs, available here. The services which apply to the Privacy Shield are listed in Salesforce’s Privacy Shield notice of certification, available here. All services, including those protected by BCRs and/or Privacy Shield, are covered by SCCs.

Per clause 11.3 of the DPA, our transfer mechanisms are only applicable in respect of transfers from the EU, EEA, Switzerland or the United Kingdom to countries which have not been deemed adequate.

7. What about my Master Subscription Agreement (MSA) terms with Salesforce - does that need to change?

No change is needed to your MSA as a result of Brexit.

Whilst the governing law and Salesforce contracting entity may vary, Brexit does not require any changes to your agreement with Salesforce. For example, if you are based in a country within the EU, and entered into the MSA with our UK entity, Salesforce UK Limited (previously named Salesforce.com EMEA Ltd), this is still entirely valid and is not affected by Brexit.

For more information on Brexit, the full range of UK government advice on Brexit can be found here.