

# SDL Inc UK extension to EU-US Data Privacy Framework Notice

Date of Last Update: 14 March 2024

## Your privacy matters

SDL Inc and its US subsidiary XYEnterprise LLC are companies belonging to the RWS Group of companies under RWS Holdings Plc of England (together RWS). RWS is an international commercial organization which provides technology-enabled linguistic, content and intellectual property services to its corporate clients.

RWS is committed to respecting your privacy and appropriately protecting and managing the personal information of its corporate clients and prospects, vendors and suppliers, and employees.

The [RWS Privacy Notice](#) informs you about the personal information we collect, how we use it and share it, in the context of the provision of our products and services, and of your rights. It also informs you of the international data transfers we carry out, and links to the present Notice entitled 'SDL Inc UK extension to EU-US Data Privacy Framework Notice'.

This 'SDL Inc UK extension to the EU-US Data Privacy Framework Notice' relates to the transfer and processing of personal data from the UK to the US for the purposes of RWS's business administration and management, and the provision of its products and services.

For further information, please refer to our [Privacy Page](#) and [RWS website](#).

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The RWS Group US corporations i.e., SDL Inc and its US subsidiary XYEnterprise LLC, (together RWS), which provide technology-enabled linguistic, content and intellectual property services to its corporate clients, comply with the UK extension to the European Union-United States Data Privacy Framework (EU-US DPF) as set forth by the United States (US) Department of Commerce.

RWS herewith gives notice it extends its participation in the EU-U.S. Data Privacy Framework to include the personal data received from the United Kingdom and, as applicable, Gibraltar, in the course of its business administration, employee management and provision of products and services to its corporate clients.

RWS thus elects to participate in the UK Extension to the EU-US Data Privacy Framework. References in the EU-US Data Privacy Framework to the European Union and/or the European Commission, EU Data Protection Authorities, and EU individuals should be understood as including references to respectively the United Kingdom and/or the UK Government, the UK Information Commissioner's Office and, as applicable, the GRA, and UK individuals (i.e., as consistent with relevant differences between the United Kingdom and, as applicable, Gibraltar and the European Union).

RWS have certified to the US Department of Commerce that they adhere to the UK extension of the EU-US Data Privacy Framework Principles (EU-US DPF Principles) regarding the processing of personal data received from the United Kingdom (UK).

If there is any conflict between the terms in this privacy policy and the EU-US DPF Principles, the Data Privacy Framework Principles shall govern.

To learn more about the Data Privacy Framework (DPF) Program, and to view our certification, please visit <https://www.dataprivacyframework.gov/>

In compliance with the UK extension of EU-US DPF, RWS commit to cooperate and comply respectively with the advice of the panel established respectively by the UK Information Commissioner’s Office with regard to unresolved complaints concerning our handling of personal data received in reliance on the UK extension of EU-US DPF.

RWS are subject to the investigatory and enforcement powers of the Federal Trade Commission (FTC).

The following informs you of the type of personal data received by us and why, the third parties with whom we share your personal data and why, your rights and choices, how to inquire and submit a complaint, and how to reach us.

• **Definitions**

- (i) When referring to “we” and “us”, we refer to the RWS;
- (ii) When referring to the “EU”, we include the UK for the purposes of this notice and when referring to the “EU-US DPF”, we include the UK extension to the EU-US DPF;
- (iii) When referring to “client”, we refer to a UK company to which RWS provides its services or a UK prospective company;
- (iv) When referring to “employee”, we refer to a current, former or prospective (i.e., job applicant) RWS UK employee;
- (v) When referring to “personal data and/or personal information”, we refer to data about an identified or identifiable individual received by us respectively from the UK and recorded in any form;
- (vi) When referring to “processing of personal data”, we refer to any operation or set of operations which is performed upon personal data, whether or not by automated means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure or dissemination, and erasure or destruction;
- (vii) When referring to “corporate representatives”, we refer to any current, former or prospective individual who represents a client or vendor, and who is located in the UK;
- (viii) When referring to “vendor or supplier”, we refer to a UK company that provides products or services to us.

• **What type of data do we receive and why**

Categories of Personal Data Received	Purposes of Use
<b>Human Resources data</b>	
Individual contact information (e.g. name, surname, salutation, address, telephone, email)	<ul style="list-style-type: none"> <li>• Employee information and relationship management</li> <li>• Disaster recovery and business continuity planning</li> </ul>
Job application candidate information (e.g. name, surname, salutation, address, telephone, email, CVs)	<ul style="list-style-type: none"> <li>• Recruitment and hiring</li> </ul>
Employee information (e.g. job-related information, date and month of birth, absence records)	<ul style="list-style-type: none"> <li>• Employee information and relationship management</li> <li>• Line management</li> <li>• IT support, maintenance and issue resolution</li> </ul>
Employee performance reviews and compensation	<ul style="list-style-type: none"> <li>• Line management</li> </ul>

<b>Non-Human Resources data</b>	
Individual contact information of corporate representatives and visitors of our websites (through Contact Us forms)	<ul style="list-style-type: none"> <li>• Client and vendor relationship management</li> <li>• Marketing communications and preferences</li> </ul>
Account login information and account information of corporate representatives	<ul style="list-style-type: none"> <li>• Client and vendor relationship management</li> <li>• IT support, maintenance and issue resolution</li> </ul>
Client translation content containing personal information as per client instructions	<ul style="list-style-type: none"> <li>• Provision of our products and services (as service provider to our clients on their behalf and pursuant to their instructions)</li> <li>• IT support, maintenance and issue resolution</li> </ul>

We process your personal data in a way that is compatible, i.e., relevant and proportionate with the purposes described above and/or subsequently authorised by you in accordance with DPF Principles.

We also comply with the DPF Principles by implementing processes described in this Notice to ensure your personal data is accurate, complete, current and reliable for its intended use.

We also take reasonable and appropriate measures to protect your personal data from loss, misuse and unauthorized access, disclosure, alteration and destruction, taking into due account the risks involved in the processing and the nature of the personal data.

• **Who do we share you information with and why**

We share your personal with third parties who act as our agents to perform tasks on our behalf and under our instructions for the purposes described in the table below. We implement processes to conclude written contracts with our third-party agents, which include appropriate data privacy provisions.

We require from our third-party agents to provide the same level of protection as the one guaranteed by the DPF Principles.

We remain liable for the onward transfers to such third parties.

<b>Third-Party Agents</b>	<b>Purposes of Transfer</b>
<ul style="list-style-type: none"> <li>• Cloud and application hosting providers (e.g. AWS, AliCloud, ServerBase, Microsoft)</li> </ul>	<ul style="list-style-type: none"> <li>• Data hosting</li> </ul>

We may be required to disclose your personal information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

• **Your right of access and other rights**

You have a right of access to the personal information we hold about you including the right to obtain rectification or amendment of inaccurate data, and to obtain deletion of your personal data.

• **Your choices**

We also offer you choices with respect to the use and disclosure of your personal information.

We offer the right to “opt out” of having your personal information used for direct marketing communications at any time as well as, for sensitive personal information, to explicitly “opt-in” (i.e. consent) to the disclosure and use of this information by RWS.

When contractually bound to act only on instructions from our clients in the provision of our products and services, typically for the provision of linguistic translations and content to our corporate clients, we will assist them in responding to individuals exercising their rights.

For further information on your further rights and choices and how to exercise them under applicable laws and regulations, please refer to section 11 of RWS Privacy Policy at:

<https://www.rws.com/legal/privacy/privacy-notice/>

- **How to inquire and submit a complaint**

You have a right to inquire about, and access your personal data, as well as submit a complaint in relation to the processing of your personal data by us. Please go to the ‘How to contact us’ section for information on how to reach us.

We will endeavour to respond your inquiries, investigate and resolve complaints expeditiously and at the latest within 45 days at no cost to you and by reference to the UK Extension to the EU-U.S. DPF.

You may also submit a complaint to the UK Information Commissioner’s Office. We commit to cooperate in investigations by, and to comply with the UK Information Commissioner’s Office. Furthermore, the US Department of Commerce’s International Trade Administration (ITA) has committed to receive, review and undertake best efforts to facilitate resolution of the complaint and to respond to the relevant DPA within 90 days.

- **Binding Arbitration**

In the case where your complaint was not to be resolved using the recourses described above (referred to as a Residual Claim), you also have the right to invoke binding arbitration by delivering notice to us and following the procedures and conditions set forth in **Annex I. Binding Arbitration below**.

We commit to refer unresolved Data Privacy Framework complaints to International Centre for Dispute Resolution American Arbitration Association (ICDR/AAA), an alternative dispute resolution provider located in the United States. If you do not receive timely acknowledgment of your complaint from us, or if we have not addressed your complaint to your satisfaction, please visit ICDR/AAA at the location listed below for more information or to file a complaint. The services of International Centre for Dispute Resolution Case Filing Services are provided at no cost to you. For claims and disputes arising under or relating to this Policy, individuals may invoke binding arbitration in a location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.

**ICDR/AAA Contact:**

Address: International Centre for Dispute Resolution American Arbitration Association, 1101 Laurel Oak Road, Suite 100 Voorhees, NJ, 08043, United States

Website: [https://go.adr.org/dpf\\_irm.html](https://go.adr.org/dpf_irm.html)

Email: [casefiling@adr.org](mailto:casefiling@adr.org)

Phone: +1.856.435.6401

Fax: +1.212.484.4178

## **Annex I. Binding Arbitration below.**

This Annex I provide the terms under which RWS is obligated to arbitrate claims, pursuant to the Recourse, Enforcement and Liability Principle. The binding arbitration option described below applies to certain “residual” claims as to data covered by the UK extension of EU-U.S. Data Privacy Framework. The purpose of this option is to provide a prompt, independent, and fair mechanism, at the option of individuals, for resolution of claimed violations of the Data Privacy Framework Principles (“Principles”) not resolved by any of the other Data Privacy Framework mechanisms, if any.

### **A. Scope**

This arbitration option is available to an individual to determine, for residual claims, whether RWS has violated its obligations under the Principles as to that individual, and whether any such violation remains fully or partially unremedied. This option is available only for these purposes. This option is not available, for example, with respect to the exceptions to the Principles (Overview, para. 5) or with respect to an allegation about the adequacy of the UK extension of EU-U.S. DPF.

### **B. Available Remedies**

Under this arbitration option, the “EU-U.S. Data Privacy Framework Panel” (the arbitration panel consisting of one or three arbitrators, as agreed by the parties) has the authority to impose individual-specific, non-monetary equitable relief (such as access, correction, deletion, or return of the individual’s data in question) necessary to remedy the violation of the Principles only with respect to the individual. These are the only powers of the EU-U.S. Data Privacy Framework Panel with respect to remedies. In considering remedies, the EU-U.S. Data Privacy Framework Panel is required to consider other remedies that already have been imposed by other mechanisms under the UK extension of EU-U.S. DPF. No damages, costs, fees, or other remedies are available. Each party bears its own attorney’s fees.

### **C. Pre-Arbitration Requirements**

An individual who decides to invoke this arbitration option must take the following steps prior to initiating an arbitration claim: (1) raise the claimed violation directly with RWS and afford RWS an opportunity to resolve the issue within the timeframe set forth in section (d)(i) of the Supplemental Principle on Dispute Resolution and Enforcement; (2) make use of the independent recourse mechanism under the Principles, at no cost to the individual; and (3) raise the issue through the individual’s DPA to the Department and afford the Department an opportunity to use best efforts to resolve the issue within the timeframes set forth in the Letter from the Department’s International Trade Administration, at no cost to the individual.

This arbitration option may not be invoked if the individual’s same claimed violation of the Principles (1) has previously been subject to binding arbitration; (2) was the subject of a final judgment entered in a court action to which the individual was a party; or (3) was previously settled by the parties. In addition, this option may not be invoked if a DPA (1) has authority under the Supplemental Principle on the Role of the Data Protection Authorities or the Supplemental Principle on Human Resources Data; or (2) has the authority to resolve the claimed violation directly with the organization. A DPA’s authority to resolve the same claim against an EU data controller does not alone preclude invocation of this arbitration option against a different legal entity not bound by the DPA authority.

### **D. Binding Nature of Decisions**

An individual's decision to invoke this binding arbitration option is entirely voluntary. Arbitral decisions will be binding on all parties to the arbitration. Once invoked, the individual forgoes the option to seek relief for the same claimed violation in another forum, except that if non-monetary equitable relief does not fully remedy the claimed violation, the individual's invocation of arbitration will not preclude a claim for damages that is otherwise available in the courts.

#### **E. Review and Enforcement**

Individuals and RWS will be able to seek judicial review and enforcement of the arbitral decisions pursuant to U.S. law under the Federal Arbitration Act.[see note 1] Any such cases must be brought in the federal district court whose territorial coverage includes the primary place of business of RWS.

This arbitration option is intended to resolve individual disputes, and arbitral decisions are not intended to function as persuasive or binding precedent in matters involving other parties, including in future arbitrations or in EU or U.S. courts, or FTC proceedings.

[Note 1] Chapter 2 of the Federal Arbitration Act ("FAA") provides that "[a]n arbitration agreement or arbitral award arising out of a legal relationship, whether contractual or not, which is considered as commercial, including a transaction, contract, or agreement described in [section 2 of the FAA], falls under the Convention [on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958, 21 U.S.T. 2519, T.I.A.S. No. 6997 ("New York Convention)]." 9 U.S.C. § 202. The FAA further provides that "[a]n agreement or award arising out of such a relationship which is entirely between citizens of the United States shall be deemed not to fall under the [New York] Convention unless that relationship involves property located abroad, envisages performance or enforcement abroad, or has some other reasonable relation with one or more foreign states." *Id.* Under Chapter 2, "any party to the arbitration may apply to any court having jurisdiction under this chapter for an order confirming the award as against any other party to the arbitration. The court shall confirm the award unless it finds one of the grounds for refusal or deferral of recognition or enforcement of the award specified in the said [New York] Convention." *Id.* § 207. Chapter 2 further provides that "[t]he district courts of the United States . . . shall have original jurisdiction over . . . an action or proceeding [under the New York Convention], regardless of the amount in controversy." *Id.* § 203.

Chapter 2 also provides that "Chapter 1 applies to actions and proceedings brought under this chapter to the extent that chapter is not in conflict with this chapter or the [New York] Convention as ratified by the United States." *Id.* § 208. Chapter 1, in turn, provides that "[a] written provision in a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction, or the refusal to perform the whole or any part thereof, or an agreement in writing to submit to arbitration an existing controversy arising out of such a contract, transaction, or refusal, shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract." *Id.* § 2. Chapter 1 further provides that "any party to the arbitration may apply to the court so specified for an order confirming the award, and thereupon the court must grant such an order unless the award is vacated, modified, or corrected as prescribed in sections 10 and 11 of [the FAA]." *Id.* § 9.

#### **F. The Arbitration Panel**

The parties will select arbitrators for the EU-U.S. Data Privacy Framework Panel from the list of arbitrators discussed below.

Consistent with applicable law, the Department and the Commission will develop a list of at least 10

arbitrators, chosen on the basis of independence, integrity, and expertise. The following shall apply in connection with this process:

Arbitrators:

- (1) will remain on the list for a period of 3 years, absent exceptional circumstances or removal for cause, renewable by the Department, with prior notification to the Commission, for additional 3-year terms;
- (2) shall not be subject to any instructions from, or be affiliated with, either party, or any participating organization, or the U.S., UK or any other governmental authority, public authority, or enforcement authority; and
- (3) must be admitted to practice law in the United States and be experts in U.S. privacy law, with expertise in UK data protection law.

### **G. Arbitration Procedures**

The Department and the Commission have agreed, consistent with applicable law, to the adoption of arbitration rules that govern proceedings before the EU-U.S. Data Privacy Framework Panel. [see note 2] In the event the rules governing the proceedings need to be changed, the Department and the Commission will agree to amend those rules or adopt a different set of existing, well-established U.S. arbitral procedures, as appropriate, subject to each of the following considerations:

1. An individual may initiate binding arbitration, subject to the pre-arbitration requirements provision above, by delivering a “Notice” to the organization. The Notice shall contain a summary of steps taken under Paragraph C to resolve the claim, a description of the alleged violation, and, at the choice of the individual, any supporting documents and materials and/or a discussion of law relating to the alleged claim.
2. Procedures will be developed to ensure that an individual’s same claimed violation does not receive duplicative remedies or procedures.
3. FTC action may proceed in parallel with arbitration.
4. No representative of the U.S., UK or any other governmental authority, public authority, or enforcement authority may participate in these arbitrations, provided, that at the request of a UK individual, DPAs may provide assistance in the preparation only of the Notice but DPAs may not have access to discovery or any other materials related to these arbitrations.
5. The location of the arbitration will be the United States, and the individual may choose video or telephone participation, which will be provided at no cost to the individual. In-person participation will not be required.
6. The language of the arbitration will be English unless otherwise agreed by the parties. Upon a reasoned request, and taking into account whether the individual is represented by an attorney, interpretation at the arbitral hearing, as well as translation of arbitral materials will be provided at no cost to the individual, unless the EU-U.S. Data Privacy Framework Panel finds that, under the circumstances of the specific arbitration, this would lead to unjustified or disproportionate costs.
7. Materials submitted to arbitrators will be treated confidentially and will only be used in connection with the arbitration.

8. Individual-specific discovery may be permitted if necessary, and such discovery will be treated confidentially by the parties and will only be used in connection with the arbitration.
9. Arbitrations should be completed within 90 days of the delivery of the Notice to RWS, unless otherwise agreed to by the parties.

[Note 2] The International Centre for Dispute Resolution (“ICDR”), the international division of the American Arbitration Association (“AAA”) (collectively “ICDR-AAA”), was selected by the Department to administer arbitrations pursuant to and manage the arbitral fund identified in Annex I of the Principles. On September 15, 2017, the Department and the Commission agreed to the adoption of a set of arbitration rules to govern binding arbitration proceedings described in Annex I of the Principles, as well as a code of conduct for arbitrators that is consistent with generally accepted ethical standards for commercial arbitrators and Annex I of the Principles. The Department and the Commission agreed to adapt the arbitration rules and code of conduct to reflect the updates under the EU-U.S. DPF, and the Department will work with the ICDR-AAA to make those updates.

#### H. Costs

Arbitrators should take reasonable steps to minimize the costs or fees of the arbitrations.

The Department will, consistent with applicable law, facilitate the maintenance of a fund, to which RWS will be required to contribute, based in part on the size of the organization, which will cover the arbitral cost, including arbitrator fees, up to maximum amounts (“caps”). The fund will be managed by a third party, which will report regularly to the Department on the operations of the fund. The Department will work with the third party to periodically review the operation of the fund, including the need to adjust the amount of the contributions or of the caps on the arbitral cost, and consider, among other things, the number of arbitrations and the costs and timing of the arbitrations, with the understanding that there will be no excessive financial burden imposed on RWS. The Department will notify the Commission of the outcome of such reviews with the third party and will provide the Commission with prior notification of any adjustments of the amount of the contributions. Attorney’s fees are not covered by this provision or any fund under this provision.

- **How to contact us**

For any inquiries or complaints about this Notice or our practices concerning personal data, please contact:

US	UK
Christel Cao-Delebarre Group Head of Global Privacy Email: <a href="mailto:privacy@rws.com">privacy@rws.com</a>  SDL Inc The Legal Department 101 Edgewater Drive Suite 210 Wakefield MA 01880 United States	Christel Cao-Delebarre Group Head of Global Privacy Email: <a href="mailto:privacy@rws.com">privacy@rws.com</a>  RWS Holdings Plc The Legal Department Europa House Chiltern Park Chiltern Hill Gerrards Cross SL9 9FG United Kingdom



**RWS is subject to the investigatory and enforcement powers of the FTC, the DOT and any other U.S. authorized statutory body.**