



Brexit – Business Continuity



Statement on Behalf of Community Brand UK Companies

This statement relates to companies located in the United Kingdom which are owned by Community Brands, namely: Assembly; Eduspot; Groupcall; and WisePay, hitherto collectively referred to as “CBUG”.

The Legalities of Brexit

The UK must exit the EU and become a third-country before any third-country deal between the UK and EU can be implemented. The UK is not a third-country until the date at which Brexit occurs. Negotiations can take place between the UK and the EU at this time, but it is not possible for their result to be effective until after the exit of the UK from the EU. The current negotiations serve to provide an interim legal framework that enables ongoing compliance while a third-country deal is negotiated after the Brexit date. In the event of a no-deal Brexit, that interim legal framework and its duration are the areas of uncertainty.

Probability of a No-Deal Brexit

CBUG takes the view that the most likely outcomes from the current position are:

- The agreement of an interim compromise deal between UK and EU that allows continuity of operations in a practical form while further negotiations occur. This compromise would likely only occur at the last possible moment.
- A prolonging and/or delay of the transition of the UK to a third-country status, i.e. a delay to the exit of the UK from the EU. This has been mooted as an acceptable interim option by a number of parties in preference to a no-deal Brexit, but it would require a change to the

European Union (Withdrawal) Act 2018 and approval by the EU27 and so that change may itself only be made at the last possible moment.

In the Event of a No-Deal Brexit

CBUK know that we provide important systems that provide critical underpinnings to the operation of UK primary and secondary education, including safeguarding and financial payments. In the event of a no-deal Brexit then CBUK will continue to operate its platforms responsibly and diligently while we await clarity regarding any compliance changes.

We anticipate that in the event of a no-deal Brexit a grace period framework would rapidly be made available to provide any necessary legal framework(s) for ongoing operation of all UK businesses in any specific areas of uncertainty.

GDPR and the Transfer of Personal Data to/from the EEA

The GDPR is recognised in UK law under the Data Protection Act 2018 and we will continue to comply with this act and any future legislation.

The UK Government has already stated that regardless if there is a deal or a no-deal Brexit, it will remain legal for organisations to transfer personal data from the UK to the EEA (for example in continuing to operate Groupcall products from Microsoft Azure in Dublin and Amsterdam). In the event of a no-deal Brexit this allowance will be made under the UK GDPR and will be kept under review by the UK Government as they progress with their intention to recognise EU adequacy decisions prior to the EU exit date ¹.

The EU have also issued similar guidance regarding permitted transfer from the EEA to the UK after the exit date, noting that an “adequacy decision” (the mechanism by which EEA data is permitted to flow to other third-countries) cannot be investigated until after the UK becomes a third-country².

For our customers within the redefined EEA, should there be a no-deal Brexit, we will issue addendums to our contracts which will take the form of the approved Standard Contractual Clauses provided by the ICO which, once in place, will allow our European customers to continue sharing their personal data with us in the UK.

If guidance changes then CBUK is prepared to migrate our cloud platform services into the UK territory, but in the interests of platform availability and customer impact we will only undertake such work when it becomes necessary rather than prospective.

How are we Preparing in the Meantime?

We are continually reviewing the changing operating environment and ensuring that our systems, contracts and policies can adapt promptly to new conditions. However, we are not planning to make contractual or technical changes until a firm legal position and timeline become clear.

Outside of the UK, does CBUK Process and Host Customer Data?

CBUK product platforms operate from: managed hosting services based in the UK; Microsoft Azure in Dublin, Amsterdam and the UK; and Amazon Web Services based within the UK. Most modern companies operate from some form of cloud infrastructure (for example Microsoft Azure, Amazon Web Services or Google Cloud) and those services are frequently engaged within the EEA for customers based in the UK.

Microsoft Azure have EU-approved Standard Contractual Clauses within their Online Services Terms agreement with us that provide an appropriate

safeguard under GDPR to allow personal data transfers between Microsoft Azure in the EU to continue to the UK after Brexit.

Communications to end users, including parental communications, may pass through computer systems located in the UK and/or the EEA and, depending on the nature and addressing of the communication, may also pass through computer systems located in the US under the Privacy Shield framework.



Steve Baines, Data Protection Officer CBUK

¹ <https://ico.org.uk/for-organisations/data-protection-and-brexit/data-protection-if-there-s-no-brexit-deal/the-gdpr/international-data-transfers/>

¹ https://edpb.europa.eu/sites/edpb/files/files/file1/edpb-2019-02-12-infonote-nodeal-brexit_en.pdf