Since the UK referendum result on membership of the European Union (EU) in June 2016, Informatica has been working to assess likely impacts of ‘Brexit’ on its business, customers and partners under a variety of potential outcomes. Our fundamental objective is to ensure that we offer continuity of service and supply to our customers, wherever they are, and this statement is provided to give further information on how we plan to achieve this objective. We do not envisage any significant disruption with our operations, even in the event of a “no deal” Brexit. We will continue to assess the possible impact on our business as the situation develops.

One specific area of interest that our Customers may have is personal data transfer. You can find more information on data protection after Brexit generally at the Office of the Information Commissioner (“ICO”) here https://ico.org.uk/for-organisations/data-protection-and-brexit/. As a global leader in Enterprise Cloud Data Management, Informatica takes data protection seriously. Informatica relies on several measures to ensure that any EU subject personal data it transfers outside of the EU is adequately protected including the use of Standard Contractual Clauses set by the EU. You can read more about that here in our Schrems II statement: https://www.informatica.com/legal/schremsii-faq.html. These measures will continue after Brexit. Any personal data transferred out of the European Economic Area or Switzerland, to a country that has not received a binding adequacy decision in accordance with applicable Data Protection Law of the European Economic Area or Switzerland, as applicable, will be conducted: (a) pursuant to the Standard Contractual Clauses; or (b) any other data transfer mechanism permitted under applicable data protection law, such as binding corporate rules. This is consistent with the guidance provided by the Information Commissioners Office here https://ico.org.uk/for-organisations/data-protection-and-brexit/data-protection-if-there-s-no-brexit-deal/the-gdpr/international-data-transfers/. In addition, Customers can review our Data Processing agreement here: https://www.informatica.com/content/dam/informatica-com/global/amer/us/docs/legal/online-data-processing-agreement.pdf

The Brexit process could result in a range of possible outcomes at this stage. Nevertheless Informatica would also like to let you know our specific plans in the event of a so-called “No deal” Brexit, as outlined here by the UK Government (https://www.gov.uk/get-ready-brexit-check).

As mentioned above, any personal data transferred out of the European Economic
Area or Switzerland to the UK will be conducted pursuant to the Standard Contractual Clauses. The Informatica Data Processing Agreement ("DPA") is likely already applicable between your company and Informatica and contains the following language:

6.2 Other Data Transfers from Customer to Informatica. For Personal Data transferred from the EEA other than pursuant to Section 6.1 [i.e. pursuant to the E.U.-U.S. Privacy Shield], or from Switzerland, Informatica will conduct the transfer: (a) pursuant to the Standard Contractual Clauses; or (b) any other data transfer mechanism permitted under Data Protection Law, such as binding corporate rules. For purposes of the Standard Contractual Clauses, the following terms will apply: (i) Customer and Informatica will be deemed to have executed the Standard Contractual Clauses as of the effective date of this DPA;

If you are unsure if the DPA is in place you can contact us at privacy@informatica.com or create your own signable version of the DPA using this link.

If you have already signed the DPA but also wish to physically sign Standard Contractual Clauses with Informatica, you can use this link.

We will continue to closely monitor developments and will update and extend our plans and mitigation in light of future clarification on post-Brexit arrangements.