

## Hébergeurs de Données de Santé: Representation of Guarantees

June 2025



**Background:** The purpose of the table below is to provide clients of Health Data Hosts with greater transparency regarding the scope of the service covered by HDS certification. It enables clients of a service to find out about the various players on which their service provider relies to deliver its service. Thus, this standard representation is used to list the players involved in the processing of DSCPs (Données de Santé à Caractère Personnel (Personal health data)) in the context of the proposed hosting service.



Business name of the actor	Role in the hosting service (Host/processor of the host)	HDS certified (Yes / No/ Excempted)	SecNumCloud 3.2 qualified	Hosting activities in which the player is involved	Access to personal health data from countries outside the European Economic Area, by the Host or one of its processors.	Host or processor subject to a risk of access to personal health data from countries outside the European Economic Area, imposed by the legislation of a third country in breach of EU law.
Google Cloud (Google Cloud France SARL, applying via Google LLC)	<ul><li>✓ Host</li><li>✓ Processor</li></ul>	✓ Yes ☐ No ☐ Exempted	Yes, no risk of unauthorized access to data covered by HDS framework Requirement No 30	Activities 1 to 5, please refer to HDS external page for more information	<ul> <li>✓ Yes</li> <li>No, no access to data from a country outside the European Economic Area</li> <li>If yes, specify the country concerned:</li> <li>▶ covered by an adequacy decision within the meaning of Article 45 of the GDPR:</li> <li>For Google Cloud Platform: Subprocessor locations are described at https://cloud.google.com/terms/subprocessors?e=0&amp;hl=en.</li> <li>For Google Workspace: Subprocessor locations are</li> </ul>	☐ Yes ☐ No  If yes, specify the country concerned:



described at https://workspace.google.com/intl/en/terms/subprocessors/.  For Google Cloud Platform and Google Workspace: For customers who contract with Google Cloud France SARL, all Subprocessor locations described above are covered by the European Commission's adequacy decision for the EU-U.S. Data Privacy Framework ("DPF"), including its onward transfer principle, for as long as Google adopts the DPF as an Alternative Transfer Solution, including the relevant adequacy decision, see https://doi.org/10.1006/j.com/terms/solution, including the relevant adequacy decision, see https://doi.org/10.1006/j.com/terms/solution, including the relevant adequacy decision, see https://doi.org/10.1006/j.com/terms/solution, then:  (a) Google com/terms/alternative-transfer-solution, then: (a) Google will inform customers via https://cloud.google.com/terms/alternative-transfer-solution/te-U.Shl-em) (b) those Subprocessor locations covered by other European Commission adequacy decisions will be described at https://commission.europa.eu/law/law-topic/data-protection/indepancy-decisions-data-protection/indepancy-decisions-en-and-di-ternative-transfer-solution-data-protection/indepancy-decisions-en-and-di-ternative-transfer-solution-data-protection/indepancy-decisions-en-and-di-ternative-transfer-solution-data-protection/indepancy-decisions-en-and-di-ternative-transfer-solution-data-protection/indepancy-decisions-en-and-di-ternative-transfer-solution-data-protection/indepancy-decisions-en-and-di-ternative-transfer-solution-data-protection/indepancy-decisions-en-and-di-ternative-transfer-solution-data-protection/indepancy-decisions-en-and-di-ternative-transfer-solution-data-protection/indepancy-decisions-en-and-di-ternative-transfer-solution-data-protection/indepancy-decisions-en-and-data-protection/indepancy-decisions-en-and-data-protection/indepancy-decisions-en-and-data-protection/indepancy-decisions-en-and-data-protection/indepancy-decisions-en-and-data-protection/indepancy-decisions-en-and-data-protection/indepancy-decisions-e	 
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	data-protection/international-dimension-da



					Transfer Solution or Standard Contractual Clauses, as described in the Cloud Data Processing Addendum, if personal health data is transferred to any Subprocessor locations not covered by adequacy decisions.  For further details, please see Section 4 (Data Transfers) of the European Data Protection Law terms in Appendix 3 (Specific Privacy Laws) of the Cloud Data Processing Addendum.	
Subprocessors	☐ Host ☑ Processor	☐ Yes ☑ No ☐ Exempted	Yes, no risk of unauthorized access to data covered by HDS framework Requirement No 30	Activities 1 to 5, please refer to HDS external page for more information	<ul> <li>✓ Yes</li> <li>No, no access to data from a country outside the European Economic Area</li> <li>If yes, specify the country concerned:</li> <li>▶ covered by an adequacy decision within the meaning of Article 45 of the GDPR:</li> <li>For Google Cloud Platform: Subprocessor locations are described at https://cloud.google.com/terms/subprocessors?e=0&amp;hl=en.</li> <li>For Google Workspace: Subprocessor locations are</li> </ul>	☐ Yes☐ No☐ If yes, specify the country concerned:



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	described at
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	including the relevant adequacy decision,
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	If Google ceases to adopt the DPF as an
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	For further details, please see Section 4 (Data Transfers) of the European Data Protection Law terms in Appendix 3 (Specific Privacy Laws) of the Cloud Data Processing Addendum.

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