



Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018

UK Addendum to the EU Commission Standard Contractual Clauses

Date of this Addendum:

1. The Clauses are dated [INSERT DATE.] This Addendum is effective from:

Choose one option and delete the other:

The same date as the Clauses.

[DATE]

Background:

2. The Information Commissioner considers this Addendum provides appropriate safeguards for the purposes of transfers of personal data to a third country or an international organisation in reliance on Articles 46 of the UK GDPR and, with respect to data transfers from controllers to processors and/or processors to processors.

Interpretation of this Addendum

3. Where this Addendum uses terms that are defined in the Annex those terms shall have the same meaning as in the Annex. In addition, the following terms have the following meanings:

This Addendum	This Addendum to the Clauses
The Annex	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the

	UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	The United Kingdom General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.
UK	The United Kingdom of Great Britain and Northern Ireland

4. This Addendum shall be read and interpreted in the light of the provisions of UK Data Protection Laws, and so that it fulfils the intention for it to provide the appropriate safeguards as required by Article 46 GDPR.
5. This Addendum shall not be interpreted in a way that conflicts with rights and obligations provided for in UK Data Protection Laws.
6. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

Hierarchy

7. In the event of a conflict or inconsistency between this Addendum and the provisions of the Clauses or other related agreements between the Parties, existing at the time this Addendum is agreed or entered into thereafter, the provisions which provide the most protection to data subjects shall prevail.

Incorporation of the Clauses

8. This Addendum incorporates the Clauses which are deemed to be amended to the extent necessary so they operate:
 - a. for transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that transfer; and
 - b. to provide appropriate safeguards for the transfers in accordance with Articles 46 of the UK GDPR Laws.
9. The amendments required by Section 7 above, include (without limitation):
 - a. References to the "Clauses" means this Addendum as it incorporates the Clauses

- b. Clause 6 Description of the transfer(s) is replaced with:

“The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter’s processing when making that transfer.”

- c. References to “Regulation (EU) 2016/679” or “that Regulation” are replaced by “UK Data Protection Laws” and references to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of UK Data Protection Laws. In particular:

i. [TBC]

- d. References to Regulation (EU) 2018/1725 are removed.

- e. References to the “Union”, “EU” and “EU Member State” are all replaced with the “UK”

- f. Clause 13(a) and Part C of Annex II are not used; the “competent supervisory authority” is the Information Commissioner;

- g. Clause 17 is replaced to state “These Clauses are governed by the laws of England and Wales”.

- h. Clause 18 is replaced to state:

“Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.”

- i. The footnotes to the Clauses do not form part of the Addendum.

Amendments to this Addendum

10. The Parties may agree to change Clause 17 and/or 18 to refer to the laws and/or courts of Scotland or Northern Ireland.

11. The Parties may amend this Addendum provided it maintains the appropriate safeguards required by Art 46 UK GDPR for the relevant transfer by incorporating the Clauses and making changes to them in accordance with Section 7 above.

Executing this Addendum

12. The Parties may enter into the Addendum (incorporating the Clauses) in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in the Clauses. This includes (but is not limited to):

- a. By adding this Addendum to the Clauses and including in the following above the signatures in Annex 1A:

“By signing we agree to be bound by the UK Addendum to the EU Commission Standard Contractual Clauses dated:” and add the date (where all transfers are under the Addendum)

“By signing we also agree to be bound by the UK Addendum to the EU Commission Standard Contractual Clauses dated” and add the date (where there are transfers both under the Clauses and under the Addendum)

(or words to the same effect) and executing the Clauses; or

- b. By amending the Clauses in accordance with this Addendum, and executing those amended Clauses.