

PERSONAL DATA PROCESSING AGREEMENT FOR OCLC SERVICES

This Data Processing Agreement (“DPA”) is entered into between OCLC (UK) Ltd., (“OCLC” or “Processor”) and the customer listed below (“Customer” or “Controller”) (jointly “the Parties”) as of the date of last signature below, or the Customer’s acceptance of the Framework Agreement, as applicable.

Customer

Organization Name	
Mailing Address, including country	
Telephone/Fax	
E-Mail	
Notice Contact (including contact person’s name, position, email and telephone) /	
Official registration number (if any)	

Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorised Affiliates, if and to the extent OCLC processes Personal Data for which such Authorised Affiliates qualify as the Controller. OCLC enters into this DPA on behalf of itself and in the name and on behalf of those OCLC Affiliates that process Personal Data. For the purposes of this DPA only, and except where indicated otherwise, the term; (i) “Customer” or shall include Customer and Authorised Affiliates; and (ii) “OCLC” shall mean OCLC or the relevant OCLC Affiliate that is undertaking the processing of the Personal Data concerned. In the course of providing the Covered Services to Customer pursuant to the existing services agreement between the parties (the “**Services Agreement**”), OCLC may Process Personal Data on behalf of Customer, and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

To ask questions about this DPA, please contact your OCLC contact or email EU_privacy@OCLC.org.

DATA PROCESSING AGREEMENT TERMS

The subject matter of the data processing under this DPA is Personal Data, as defined in Appendix 1, and the purpose and nature of the data processing under this DPA is the provision of the Covered Services initiated by Customer under the Services Agreement. Accordingly, the duration of the data processing under this DPA shall be determined by Customer’s Services Agreement for such Covered Services. This DPA shall terminate or expire on the same date that the Services Agreement terminates or expires, except that this DPA shall continue with respect to Processing that is contemplated to occur after the termination or expiration of the Services Agreement (such as making Personal Data available to Customer for a limited time period prior to deletion), and any extension of the Services Agreement shall also extend the term of this DPA.

For the purposes of the UK General Data Protection Regulation (as defined below), for the transfer of personal data to processors established in third countries outside the United Kingdom (“UK”) that are not recognized by the UK government as ensuring an adequate level of data protection for personal data (“**Third Country Recipient**”), those entities of Customer who are transferring Personal Data outside of the UK and those entities of OCLC who are Third Country Recipients hereby agree that Module 2: Transfer controller to processor of the Standard Contractual Clauses, linked [here](#), incorporated into this DPA by reference (as supplemented in the next paragraph below), and the UK International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, attached as Appendix 3 hereto, shall apply to such transfers.

For the sake of clarity, the Clauses apply to Customer and each of its Authorised Affiliates who, for the purposes of the Clauses, each act as ‘data exporter’ and each OCLC Affiliate who is a Third Country Recipient (and OCLC, if OCLC is or becomes a Third Country Recipient) as each, for the purposes of the Clauses may act as ‘data importer’ under this DPA. Customer acknowledges that OCLC established in the UK may utilize its Affiliates who are Third Country Recipients, and with respect to any such transfer of Personal Data to such Third Country Recipients, such transfer shall be covered by the Clauses and the Addendum and deemed a direct export by Customer to the Third Country Recipient.

Clause 7 of the Clauses, the ‘Docking Clause – Optional’, shall not be deemed incorporated. In clause 9 of the Clauses, the Parties choose Option 2 (General Written Authorization), which shall be enforced in accordance with Section 6 of this DPA. The optional wording in clause 11 of the Clauses shall not be deemed incorporated. In clause 17 of the Clauses, the Parties agree that the Clauses shall be governed by the laws of the UK. In clause 18 of the Clauses, the Parties agree that any dispute arising from the Clauses shall be resolved by the courts of the UK.

Annex I.A and I.B of the Clauses shall be deemed completed with the information set out in Appendix 1, attached hereto. Annex II of the Clauses shall be deemed completed with the information set out in Appendix 2, attached hereto. Annex III of the Clauses shall be deemed completed with the information set forth in section 6.1 of this DPA.

Nothing in this DPA or in the Services Agreement is intended by the Parties to be construed as prevailing over the Clauses or the Addendum.

1. DEFINITIONS

- 1.1. “**Addendum**” means the UK International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the Information Commissioner’s Office, as amended or replaced from time to time.
- 1.2. “**Affiliate**” means any entity that directly or indirectly controls, is controlled by or is under common control with a party. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.3. “**Authorised Affiliate**” means Customer's Affiliates that (a) are subject to the data protection laws and regulations of the UK; (b) are permitted to use the Covered Services pursuant to the Services Agreement between Customer and OCLC; and (c) have not signed their own Services Agreement with OCLC.
- 1.4. “**Covered Services**” means the OCLC services that are ordered by the Customer from OCLC involving the Processing of Personal Data on behalf of the Customer, as set forth in the applicable Services Agreement.
- 1.5. “**Data Protection Laws and Regulations**” means all applicable laws that govern the use of data relating to Data Subjects, including the UK General Data Protection Regulation (“**GDPR**”), as amended or replaced from time to time, the Data Protection Act 2018, and any other foreign or domestic laws to the extent that they are applicable to a party in the course of the performance of the Services Agreement.
- 1.6. “**Personal Data**” means any personal data, as defined in the GDPR, which is provided by or on behalf of Customer and Processed by OCLC pursuant to the Services Agreement. An overview of the categories of Personal Data and purposes for which the Personal Data are being Processed is provided in Appendix 1.
- 1.7. “**Regulator**” means any supervisory authority with authority under Data Protection Laws and Regulations over all or any part of the provision or receipt of the Covered Services or the Processing of Personal Data.
- 1.8. “**Standard Contractual Clauses**” or “**Clauses**” mean Module 2: Transfer controller to processor of the standard contractual clauses adopted by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 for the transfer of personal data to third countries pursuant to the European Union (“**EU**”) General Data Protection Regulation (“**EU GDPR**”).
- 1.9. “**Sub-processor**” means any data Processor engaged to Process Personal Data on behalf of OCLC and/or its Affiliates. For the avoidance of doubt, OCLC’s colocation data centre facilities are not considered Sub-processors under this DPA.
- 1.10. Terms including but not limited to “**Data Subject**”, “**Personal Data Breach**”, “**Processing**”, “**Controller**”, “**Processor**”, “**Special Categories of Personal Data**” and “**Supervisory Authority**” shall have the meaning ascribed to them in the Data Protection Laws and Regulations.

2. SERVICES AGREEMENT

- 2.1. This DPA supplements and is incorporated into the Services Agreement, and in the event of any conflict between the terms of this DPA and the terms of the Services Agreement, the terms of this DPA shall prevail and control, but only with respect to the subject matter of this DPA.

3. OBLIGATIONS OF THE CUSTOMER

- 3.1. **Instructions.** This DPA and the Services Agreement are Customer's complete and final instructions, at the time of signature of the DPA, to OCLC for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon mutually by the Parties in writing, unless such instructions are required by law. Customer warrants that the instructions it provides to OCLC pursuant to this DPA comply with Data Protection Laws and Regulations.
- 3.2. **Data Subject and Supervisory Authority Requests.** Customer shall be responsible for communications and leading any efforts to comply with all requests made by Data Subjects under Data Protection Laws and Regulations and all communications from any Regulator(s) that relate to the Personal Data, in accordance with Data Protection Laws and Regulations.
- 3.3. **Notice, Consent, and Other Authorisations.** Customer is responsible for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired the Personal Data that it provides to OCLC for Processing under the Services Agreement. Customer is responsible for providing any notice to the Data Subjects and for obtaining and demonstrating evidence that it has obtained any necessary consents, authorisations, and permissions from the Data Subjects in a valid manner for OCLC to perform the Covered Services. Customer will provide OCLC with such evidence of this as OCLC may reasonably request if OCLC needs this information to comply with Data Protection Laws or the request of any Regulator. Customer understands that custom fields and other free text fields in the software provided as a part of the Covered Services (such as "notes" fields) are not designed for the Processing of Special Categories of Personal Data and warrants that it will not enter such data in such fields or otherwise when using the Covered Services.

4. OBLIGATIONS OF OCLC

- 4.1. **Scope of Processing.** OCLC will Process the Personal Data on documented instructions from Customer given in accordance with this DPA, including with regard to transfers of Personal Data to a third country or an international organisation, and in such manner as is necessary for the provision of Covered Services under the Services Agreement, except as required to comply with a legal obligation to which OCLC is subject. OCLC shall inform Customer if, in its opinion, the execution of an instruction relating to the Processing of Personal Data could infringe on any Data Protection Laws and Regulations.
- 4.2. **Data Subject Requests.** At Customer's request, and provided that Customer is unable to fulfill a request through functionality of the Covered Services themselves or otherwise, OCLC will provide additional, reasonable assistance (taking into account the nature of the processing) to Customer to assist Customer in fulfilling its obligations related to Data Subject rights under Chapter III of GDPR.
- 4.3. **Security.** OCLC will implement and maintain administrative, physical, technical and organisational safeguards for the security, confidentiality and integrity of Personal Data as detailed in Appendix 2.

5. AUDIT

- 5.1. **Process.** OCLC will provide to Customer, upon request, any then-existing, third-party certification(s) pertinent to OCLC's compliance with its obligations under this DPA (for example, ISO certification). To the extent that such third-party certifications or other information provided by OCLC are deemed inadequate by Customer to demonstrate compliance to Article 28, Customer may have a reputable, independent third party or auditor with expertise in data security (the "Auditor") inspect OCLC's policies and records relating to the Processing of Personal Data by OCLC to ensure OCLC's compliance with Article 28 of the GDPR, provided that such Auditor is reasonably acceptable to OCLC.

- 5.2. **Timing and Costs.** Customer will provide OCLC with at least one (1) month's written notice of any audit. Prior to the start of an audit, the Parties will agree to reasonable time, duration, place, manner, and conditions for the audit. Customer shall bear the cost of any audit requested pursuant to this Section 5. Unless otherwise required by a Regulator (or if the audit reveals a material breach of this DPA), no more than one audit may be undertaken in any 12-month period.
- 5.3. **Disclosure.** Prior to any such inspection, the Auditor must sign a non-disclosure agreement which shall be provided to Auditor by OCLC. The results of the inspection and all information reviewed during such inspection will be deemed OCLC's confidential information and shall be protected by Auditor in accordance with the terms of the non-disclosure agreement to be executed between Auditor and OCLC. Notwithstanding any other terms, the Auditor may only disclose to Customer specific violations of Article 28, if any, and the basis for such findings in accordance with the terms of this DPA and shall not disclose any of the records or information reviewed during the inspection.

6. CONTRACTING WITH SUB-PROCESSORS

- 6.1. **Customer Consent.** Customer consents, on its own behalf and on behalf of its Authorised Affiliates, to the use of Sub-processors for the Processing of Personal Data in relation to the Services Agreement. A listing of Sub-processors is found [here](#) and may be revised from time to time.

OCLC will inform Customer of the addition or replacement of any Sub-processors and if there is no objection by Customer within fifteen (15) days, this will be deemed acceptance by Customer to the use of the new Sub-processor.

If Customer has a reasonable basis to object to the use of a new Sub-processor, Customer will notify OCLC promptly in writing within fifteen (15) days after receiving notice. If Customer reasonably objects in accordance with this clause, OCLC will use commercially reasonable efforts to make available to Customer a change in the affected Covered Services or recommend a commercially reasonable change to Customer's configuration or use of the affected Covered Services to avoid processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If OCLC is unable to make available such a change within a reasonable period of time, which will not exceed thirty (30) days, Customer may terminate the Services Agreement and this DPA and the Clauses by providing written notice to OCLC. Upon termination of the Services Agreement pursuant to this Section, OCLC will refund the pro rata portion of the fees for the remainder of the annual subscription period after the termination date of the Services Agreement.

7. INFORMATION OBLIGATIONS AND INCIDENT MANAGEMENT

- 7.1. **Notification.** OCLC shall notify Customer without undue delay after OCLC becomes aware of a Personal Data Breach involving OCLC or its applicable Sub-processors that impacts Personal Data provided to OCLC pursuant to this DPA. Such notification may be by any means OCLC has established for such notification, including notification by email. Notifications of Covered Services unavailability may be by [OCLC's System Status](#).

8. MISCELLANEOUS

- 8.1. **Liability and Indemnity.** Subject to Clause 12 of the Standard Contractual Clauses, any claims brought under this DPA will be subject to the same terms and conditions, including the exclusions and limitations of liability, as are set out in the Services Agreement. For avoidance of doubt, any such limitation of liability applied from the Services Agreement shall apply in the aggregate to all OCLC entities taken together, even if such entities are not referred to specifically in the Services Agreement.
- 8.2. **Informal Dispute Resolution.** In the event of a dispute between Customer and OCLC, such dispute shall be referred to the individuals responsible for data protection issues for each organization, who shall endeavour to resolve the dispute within thirty (30) days.
- 8.3. **Obligations Post-Termination.** Termination or expiration of this DPA shall not discharge either party from its obligations meant to survive the termination or expiration of this DPA.

- 8.4. **Changes in Data Protection Laws and Regulations.** The Parties agree to negotiate modifications to this DPA if changes are required to continue to comply with the Data Protection Laws and Regulations or the legal interpretation of the Data Protection Laws and Regulations, including but not limited to replacing the Standard Contractual Clauses if they are invalidated.
- 8.5. **Severability.** If any provisions of this DPA shall be found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this DPA. The Parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute and shall incorporate such substitute provision into this DPA.

The Parties' authorized signatories have duly executed this DPA on behalf of the party and, where relevant, their Affiliates.

Customer

Signature _____
 Printed Name _____
 Title _____
 Date _____

OCLC (UK) Ltd.

Signature I. Singh
 Printed Name Indar Singh
 Title Executive Director Finance, EMEA
 Date June 15, 2022

APPENDIX 1

A. List of Parties

DATA EXPORTER

The data exporter is Customer. Data exporter's name, address, contact person's name, position and contact details are indicated in the table on page 1 of this DPA.

The role of data exporter is: **controller**.

The activities relevant to the data transferred are specified under the heading '*NATURE OF THE PROCESSING AND THE PURPOSES OF THE DATA TRANSFER*' in point B of this Appendix 1.

Data exporter's signature and date: by executing this DPA (prior page of this DPA).

DATA IMPORTER

The data importer is OCLC, Inc. or its Affiliate who is a Third Country Recipient. OCLC, Inc.'s address is: 6565 Kilgour Place, Dublin, Ohio 43017-3395 USA.

Official registration number (if any):

The contact person's name and position are those of your OCLC contact or you can email EU_privacy@OCLC.org.

The activities relevant to the data transferred are specified under the heading '*NATURE OF THE PROCESSING AND THE PURPOSES OF THE DATA TRANSFER*' in point B of this Appendix 1.

Data importer's signature and date:

Signature:



Name:

Bart Murphy

Title:

Chief Technology & Information Officer

Date:

June 1, 2022

A. Description of Transfer

CATEGORIES OF DATA SUBJECTS WHOSE PERSONAL DATA ARE TRANSFERRED

The categories shall be determined by the Customer and may include, without limitation, patrons, staff, faculty, students, administrators, employees, visitors and alumni of Customer, and data subjects whose personal data are reflected in Customer's holdings (such as the names of authors).

CATEGORIES OF PERSONAL DATA TRANSFERRED

Categories of Personal Data shall be consistent with the provision of the Covered Services and may include, but are not limited to:

- Names
- Job titles
- Contact information (including physical addresses, telephone number(s), fax number(s), email address(es), etc.)
- Unique identifiers, whether assigned by Customer or OCLC (e.g., patron ID numbers and barcodes, employee ID numbers, etc.)
- Usernames and passwords
- Personal attributes (e.g., dates of birth, gender, department, patron type, etc.)

- Photographs (via URL)
- Staff-related usage information
- Research activity
- General usage information, including connection data
- Supplier/vendor information

SENSITIVE DATA TRANSFERRED (IF APPLICABLE)

The personal data transferred will not include special categories of data or other personal data that could be considered sensitive.

FREQUENCY OF THE TRANSFER (E.G. WHETHER THE DATA IS TRANSFERRED ON A ONE-OFF OR CONTINUOUS BASIS)

The personal data transferred will be on a continuous basis as determined by the Customer.

NATURE OF THE PROCESSING AND THE PURPOSE(S) OF THE DATA TRANSFER AND FURTHER PROCESSING

Personal Data will be processed for the purpose of providing the Covered Services described in the Service Agreement, thus facilitating the administration, operations, maintenance, and patron use of the Customer library and access to its resources. Such nature and purposes of the processing includes, without limitation, the following processing activities:

- Storing, retrieving, using, modifying, and deleting Personal Data as necessary to provide the Covered Services;
- Copying and storing Personal Data for development, testing, backup, disaster recovery, sandbox services, and other non-production purposes;
- Sending communications related to the Covered Services to end users;
- Providing reports to Customer;
- Modifying, deleting, copying, or transferring Personal Data as necessary to meet the requests of individual Data Subjects;
- Logging user activity on the system for troubleshooting, auditing, and other purposes;
- Processing that is necessary to troubleshoot, debug, and improve the Covered Services;
- Processing necessary to provide customer support services to Customer and its employees;
- Patching, upgrading, troubleshooting, administering, configuring, and otherwise maintaining information technology systems and databases used to provide the Services;
- Monitoring the performance of the Covered Services and troubleshooting and remediating any causes of downtime or inaccessibility of the Covered Services;
- Security monitoring, network-based intrusion detection support, penetration testing, and other similar monitoring and testing;
- Assistance with backup and restoration of the Covered Services
- Processing that is necessary to meet legal obligations, such as compliance with a valid court order, and record retention requirements that are imposed by law;
- Any other lawful and agreed upon processing necessary to carry out the written instructions of Customer.

PERIOD FOR WHICH THE PERSONAL DATA WILL BE RETAINED, OR, IF THAT IS NOT POSSIBLE, THE CRITERIA USED TO DETERMINE THAT PERIOD

The duration of the processing shall be the term of the Services Agreement and a reasonable and limited period of time following expiration or other termination.

FOR TRANSFERS TO (SUB-) PROCESSORS, ALSO SPECIFY SUBJECT MATTER, NATURE AND DURATION OF THE PROCESSING

A listing of Sub-processors is found under the hyperlink in clause 6.1 of this DPA. In that listing, the column ‘Description’ specifies the subject matter, nature and duration of the processing.

APPENDIX 2

OCLC's Technical and Organizational Security Measures can be found [here](#). Security measures may be updated from time-to-time; however, changes will not result in any reduction in the level of protection provided.

APPENDIX 3

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

Table 1-3: Intentionally omitted; information is incorporated into Data Processing Agreement

Entering into this Addendum

1. Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.
2. Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

Interpretation of this Addendum

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

Addendum	This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.
Addendum EU SCCs	The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in the DPA, including the Appendix Information.
Appendix Information	As set out in the DPA.
Appropriate Safeguards	The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved Addendum	The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.
Approved EU SCCs	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
ICO	The Information Commissioner.

Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR.
UK	The United Kingdom of Great Britain and Northern Ireland.
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	As defined in section 3 of the Data Protection Act 2018.

4. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.
6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.
7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
8. 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

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.
10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.
11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

Incorporation of and changes to the EU SCCs

12. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:

- a. together they operate for data 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 data transfer, and they provide Appropriate Safeguards for those data transfers;
 - b. Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and
 - c. this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.
13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.
14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.
15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
- a. References to the “Clauses” means this Addendum, incorporating the Addendum EU SCCs;
 - b. In Clause 2, delete the words:

“and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679”;
 - c. 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.”;
 - d. Clause 8.7(i) of Module 1 is replaced with:

“it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer”;
 - e. Clause 8.8(i) of Modules 2 and 3 is replaced with:

“the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;”
 - f. References to “Regulation (EU) 2016/679”, “Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)” and “that Regulation” are all replaced by “UK Data Protection Laws”. References to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of UK Data Protection Laws;
 - g. References to Regulation (EU) 2018/1725 are removed;
 - h. References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are all replaced with the “UK”;
 - i. The reference to “Clause 12(c)(i)” at Clause 10(b)(i) of Module one, is replaced with “Clause 11(c)(i)”;
 - j. Clause 13(a) and Part C of Annex I are not used;

- k. The “competent supervisory authority” and “supervisory authority” are both replaced with the “Information Commissioner”;
- l. In Clause 16(e), subsection (i) is replaced with:
 “the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;”;
- m. Clause 17 is replaced with:
 “These Clauses are governed by the laws of England and Wales.”;
- n. Clause 18 is replaced with:
 “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.”; and
- o. The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.

Amendments to this Addendum

- 16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.
- 17. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
- 18. From time to time, the ICO may issue a revised Approved Addendum which:
 - a. makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or
 - b. reflects changes to UK Data Protection Laws;

The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.

- 19. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 “Ending the Addendum when the Approved Addendum changes”, will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:
 - a. its direct costs of performing its obligations under the Addendum; and/or
 - b. its risk under the Addendum,

and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: <input type="checkbox"/> Importer <input type="checkbox"/> Exporter <input checked="" type="checkbox"/> neither Party
--	--

20. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.