

Standard Data Protection Clauses issued by the Jersey Data Protection Authority pursuant to Art.67(2)(c) of the Data Protection (Jersey) Law 2018

Bailiwick of Jersey Addendum to the EU Standard Contractual Clauses

1. PURPOSE OF THIS ADDENDUM

- 1.1 The Jersey Data Protection Authority considers this Addendum provides appropriate safeguards for the purposes of transfers of personal data to a third country or an international organization in reliance on Art.67(2)(c) of Data Protection (Jersey) Law 2018 (**DPJL 2018**) and with respect to data transfers from controllers to controllers, controllers to processors, processors to controllers, and/or processors to processors, when it is entered into as a legally binding contract.

2. PARTIES

START DATE		
THE PARTIES	EXPORTER (WHO SENDS THE PERSONAL DATA)	IMPORTER (WHO RECEIVES THE PERSONAL DATA)
	Name of Exporter:	Name of Importer:
	Address:	Address:
	Company Registration No/identifier (if any):	Company Registration No/identifier (if any):
KEY CONTACT	Name:	Name:
	Job Title:	Job Title:
	Contact details (including email):	Contact details (including email):
SIGNATURES		
	Date:	Date:
	Name:	Name:
	Job Title:	Job Title:

3. INTERPRETATION

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

ADDENDUM	This Addendum to the Approved EU SCCs;
APPROPRIATE SAFEGUARDS	The standard of protection over the personal data and data subjects' rights, which is required by the DPJL 2018 when making a transfer relying on standard data protection clauses under Art.67(2)(c) of the DPJL 2018;
APPROVED EU SCCS	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council; and
DATA PROTECTION LAW	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in Jersey.

3.2 This Addendum must always be interpreted in a manner that is consistent with the DPJL 2018 and so that it fulfils the Parties' obligation to provide Appropriate Safeguards.

3.3 If there is any inconsistency or conflict between the DPJL 2018 and this Addendum, the terms of the DPJL 2018 apply.

3.4 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.

4. HIERARCHY

4.1 Notwithstanding the fact that Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties to this Addendum agree that for transfers falling within scope of Art.67(2)(c) of the DPJL 2018, the hierarchy set out in 4.2 below will prevail.

4.2 In the event of a conflict or inconsistency between this Addendum and the provisions of the Approved EU SCCs or other related agreements between the Parties, existing at the time this Addendum is agreed or entered into thereafter, the provisions of this Addendum override the Approved EU SCCs or other related agreements except where (and in so far as) the inconsistent or conflict terms of the Approved EU SCCs provide the greater protection to data subjects, in which case those terms will override the Addendum.

5. INCORPORATION OF AND CHANGES TO THE EU SCCs

5.1 This Addendum incorporates the Approved EU SCCs which are deemed to be amended to the extent necessary so they operate:

- 5.1.1 for transfers made by the data exporter to the data importer, to the extent that the DPJL 2018 applies to the data exporter's processing when making that transfer; and
- 5.1.2 to provide appropriate safeguards for the transfers in accordance with Art.66 of the DPJL 2018.

5.2 The amendments required by Section 5.1 above, include (without limitation):

- 5.2.1 References to the “Clauses” means this Addendum as it incorporates the Approved EU SCCs;
- 5.2.2 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 the DPJL 2018 applies to the data exporter’s processing when making that transfer.”;
- 5.2.3 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 replaced by the “DPJL 2018”. References to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent provisions of the DPJL 2018;
- 5.2.4 References to Regulation (EU) 2018/1725 are removed;
- 5.2.5 References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are all replaced with “the Bailiwick of Jersey”;
- 5.2.6 The reference in Clause 10(a) to “one month” is replaced with “four weeks”;
- 5.2.7 Clause 13(a) and Part C of Annex I are not used;
- 5.2.8 The “competent supervisory authority” and “supervisory authority” are both replaced with the “Data Protection Authority”;
- 5.2.9 Clause 16(e), subsection (i) is replaced with:
“Regulations are made pursuant to Article 66(3)(b) of the DPJL 2018 that make further provision about international transfers of data”.
- 5.2.10 Clause 17 is replaced with:
“These Clauses are governed by the law of Jersey”.
- 5.2.11 Clause 18 is replaced with:
“Any dispute arising from these Clauses shall be resolved by the courts of the Bailiwick of Jersey. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Bailiwick of Jersey. The Parties agree to submit themselves to the jurisdiction of such courts.”
- 5.2.12 The footnotes to the Clauses do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.
- 5.2.13 The reference in footnote 10 to “two more months” is replaced with “eight further weeks”.

6. DATA SUBJECT RIGHTS

- 6.1 The Parties to this Addendum intend that any data subject whose personal data is transferred under the Clauses may act to enforce the terms of the Clauses and this Addendum directly against the Parties to the extent set out in the Clauses and such data subject shall be entitled to any remedy in respect of any such right as if they were a direct party to the Clauses. By signing this Addendum, each Party undertakes to each such data subject to comply with the terms of the Clauses which give direct rights to data subjects.

7. AMENDMENTS TO THIS ADDENDUM

- 7.1 The Parties may amend this Addendum provided it maintains the appropriate safeguards required by Article 66 of the DPJL 2018 for the relevant transfer by incorporating the Clauses and making changes to them in accordance with Section 5 above.

8. EXECUTING THIS ADDENDUM

- 8.1 The Parties agree to be bound by the terms and conditions set out in this Addendum.
- 8.2 The Parties may enter into the 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 or any part thereof.