Bailiwick of Guernsey Addendum
to the European Commission Standard Contractual Clauses
(The “Clauses”)

1. Date of this Addendum
	1. The Clauses are dated 2021
	2. This Addendum is effective from: Choose one option and delete the other:
		1. The same date as the Clauses.
		2. [●] 2022.
2. PURPOSE OF THIS ADDENDUM
	1. The Data Protection Authority in the Bailiwick of Guernsey considers this Addendum (together with the Clauses) provides appropriate safeguards for the purposes of transfers of personal data to a third country or an international organisation in reliance on Section 56(2)(c) of *The Data Protection (Bailiwick of Guernsey) Law, 2017* (“**the** **Law**") and, with respect to data transfers from controllers to controllers, controllers to processors, processors to controllers and/or processors to processors.
3. Interpretation of this Addendum
	1. 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:

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| 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 |
| 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 Guernsey, including the Law and the European Communities (Implementation of Privacy Directive) (Guernsey) Ordinance 2004 (each as amended) |
| Courts of the Bailiwick of Guernsey | This shall take on the meaning as defined in section 81 of the Law that encompasses ‘the Royal Court’, ‘the Court of Alderney’ and ‘the Court of the Seneschal’ |

* 1. This Addendum shall be read and interpreted in the light of the provisions of the Data Protection Law, and so that if fulfils the intention for it to provide the appropriate safeguards as required by Section 56 of the Law.
	2. This Addendum shall not be interpreted in a way that conflicts with rights and obligations provided for in the Data Protection Law.
	3. 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.
1. Hierarchy
	1. 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.
2. Incorporation of the Clauses
	1. This Addendum incorporates the Clauses which are deemed to be amended to the extent necessary so they operate:
		1. for transfers made by the data exporter to the data importer, to the extent that the Data Protection Law applies to the data exporter’s processing when making that transfer; and
		2. to provide appropriate safeguards for the transfers in accordance with Section 56 of the Law.
	2. The amendments required by Section 5.1 above, include (without limitation):
		1. References to the “Clauses” means this Addendum as it incorporates the Clauses;
		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 Data Protection Law applies to the data exporter’s processing when making that transfer.”*

* + 1. References to “Regulation (EU) 2016/679” or “that Regulation” are replaced by the “Data Protection Law” and references to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent provisions of the Law. In particular:
			1. [INSERT ANY SPECIFICS YOU WISH TO DRAW ATTENTION TO]

* + 1. References to Regulation (EU) 2018/1725 are removed.
		2. References to the “Union”, “EU” and “EU Member State” are all replaced with “the Bailiwick of Guernsey”
		3. Clause 13(a) and Part C of Annex I are not used; the “competent supervisory authority” is the Data Protection Authority in the Bailiwick of Guernsey;
		4. Clause 17 is replaced to state “These Clauses are governed by the law of the Island of Guernsey /Alderney/Sark (*delete as appropriate*)”.
		5. Clause 18 is replaced to state:

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

* + 1. The footnotes to the Clauses do not form part of the Addendum.
1. Data subject rights
	1. The Parties to this Addendum intend that any data subject whose personal data is to the 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.
2. Amendments to this Addendum
	1. The Parties may amend this Addendum provided it maintains the appropriate safeguards required by Section 56 of the Data Protection Law for the relevant transfer by incorporating the Clauses and making changes to them in accordance with Section 5 above.
3. Executing this Addendum
	1. 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):
		1. 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 Guernsey Addendum to the European 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 Bailiwick of Guernsey Addendum to the* European *Commission Standard Contractual Clauses dated” and add the date (where there are transfers both under the Clauses and under the Addendum)*

and executing the Clauses; or

* + 1. By amending the Clauses in accordance with this Addendum, and executing those amended Clauses.