

Part B Data Processing Agreement – Terms and Conditions

PARTIES

- (1) **The Presbyterian Church of Wales**, a charity registered in England and Wales with charity number 1132022 whose office is at Tabernacle Chapel, 81 Merthyr Road, Whitchurch, Cardiff, CF14 1DD contracting on behalf of the local church whose details are set out in ‘**Part A Data Processing Agreement – Form for Church and Printer to complete**’ (“**Church**”); and
- (2) **Printer**, whose details are set out in ‘**Part A Data Processing Agreement – Form for Church and Printer to complete**’ (“**Printer**”)

BACKGROUND

- (A) The Printer has agreed to provide the Church with the Printing Services (as defined below).
- (B) In order to provide the Printing Services, the Printer needs to undertake the Specified Processing (as defined below) on behalf of the Church. In so doing, the Printer will be acting as data processor.
- (C) This Data Processing Agreement (“**Agreement**”) is being entered into by the parties to comply with the requirements of the GDPR (as defined below) relating to the appointment of a data processor.
- (D) This Agreement comprises of ‘**Part A Data Processing Agreement – Form for Church and Printer to complete**’ (“**Part A**”) and ‘**Part B Data Processing Agreement – Terms and Conditions**’ (“**Part B**”)

AGREED TERMS

1. Definitions and interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Data Protection Law	means such laws, regulations, codes of practice and guidance as may apply to a party from time to time in relation to the privacy, use and/or processing of personal data, including: (a) the General Data Protection Regulation (EC) 2016/679 (“ GDPR ”); and (b) the Data Protection Act 2018, in each case as amended replaced and/or updated from time to time;
“ personal data ”, “ data controller ”, “ data processor ”, “ data subject ”,	shall have the meanings given to such terms (or any equivalent terms) under

“personal data breach”, “third country”, “international organisation”, “supervisory authority”, “adequacy decision” and “appropriate safeguards”	Data Protection Law;
Printing Services	the printing services to be provided by the Printer to the Church;
Processing Instructions	the processing instructions set out in clause 3, any additional processing instructions set out in Part A and such other written instructions of the Church as may be provided to the Printer from time to time;
Processing Period	the period specified in Part A, during which the Printer shall carry out the Specified Processing;
Protected Data	means the types of personal data described in Part A in respect of the categories of Data Subjects described in Part A, which the Church (or any person on behalf of the Church) makes available to or shares with the Printer in connection with or for the purposes of the provision of the Printing Services; and
Specified Processing	the processing described in Part A (as may be varied by the written agreement of the parties from time to time), to be undertaken by the Printer in respect of the Protected Data.

1.2 A reference to writing or written includes faxes but not email.

1.3 The Agreement is comprised of Part A and Part B to the exclusion of any other terms. In the case of conflict or ambiguity between any provision contained in Part B and any provision contained in Part A, the provision in Part B will prevail.

2. Consideration

2.1 In consideration of the mutual promises set out herein, the parties agree to the rights and obligations set out in this Agreement.

3. Data Protection

3.1 In order to provide the Printing Services to the Church, the Printer will need to undertake the Specified Processing. The parties agree that in so doing:

- (a) the Church shall be the data controller; and

(b) the Printer shall be the data processor.

3.2 In performing their respective obligations under this Agreement, both parties will comply with all applicable requirements of Data Protection Law. This clause 3.2 is in addition to, and does not relieve, remove or replace, a party's direct obligations under Data Protection Law.

3.3 Subject always to clause 3.5, the Printer shall carry out the Specified Processing during the Processing Period and in accordance with the Processing Instructions. The Printer shall not use the Protected Data for any purpose other than carrying out the Specified Processing.

3.4 The Printer may undertake such processing of the Protected Data as may be required from time to time by any law of the United Kingdom and/or the European Union (or any of its member states) **PROVIDED ALWAYS** that, where such a requirement applies, the Printer shall (unless prohibited from doing so by the relevant law on important grounds of public interest) notify the Church of the processing obligation in question prior to undertaking the processing.

3.5 The Printer shall in relation to the Specified Processing:

- (a) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Protected Data and against accidental loss or destruction of or damage to the Protected Data, such measures to be appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Protected Data;
- (b) ensure that access to the Protected Data is strictly limited to those of its personnel who require access to it for the purpose of providing the Printing Services and that such personnel are subject to contractual obligations to keep the Protected Data confidential;
- (c) not transfer any of the Protected Data to a third country or international organisation unless:
 - (i) the prior written consent of the Church to the transfer has been obtained;
 - (ii) the transfer in question either falls under the scope of an existing adequacy decision of the European Commission or will be adequately protected by appropriate safeguards put in place by either the Church or the Printer;
 - (iii) the Printer ensures an adequate level of protection to the Protected Data that is the subject of the transfer (as required by Data Protection Law); and
 - (iv) the Printer complies with any reasonable instructions notified to it in advance by the Church in relation to the transfer;
- (d) provide to the Church without undue delay and at the Printer's own cost, such reasonable assistance as the Church may require from time to time in connection with:
 - (i) the fulfilment by the Church of its obligations under Data Protection Law to respond to requests by data subjects to exercise their rights under such law;
 - (ii) the Church's obligations under Data Protection Law relating to the security of processing, the notification of personal data breaches to relevant supervisory authorities, the communication of personal data breaches to data subjects and data protection impact assessments (including, in respect of the latter, any requirement to consult with supervisory authorities or regulators in connection therewith);

- (e) on becoming aware of a personal data breach, notify the Church (providing as much detail as reasonably possible) without undue delay, such notification to take place, in any event, within twelve (12) hours of the Printer becoming aware of the personal data breach and thereafter provide to the Church such additional information relating to the personal data breach as may reasonably be required by the Church (within such timeframes as the Church may specify);
- (f) unless any applicable law of the European Union (or a member state thereof) or the United Kingdom requires the continued storage of the Protected Data (in which case the Printer shall notify the Church of such requirement), on termination (howsoever arising) or expiry of the Agreement, promptly delete the Protected Data or return it to the Church (as shall be directed by the Church) and delete all additional copies of the Protected Data; and
- (g) for the purpose of demonstrating its compliance with this clause 3 and Data Protection Law:
 - (i) maintain full and accurate records relating to its data processing activities and make such parts of such records as may relate to the Specified Processing available to the Church on request; and
 - (ii) permit the Church (and/or the Church's designated auditors) to carry out such audits and inspections in connection with the Printer's obligations under this clause 3 as the Church may reasonably deem necessary from time to time (including providing or procuring such access as the Church may reasonably require to any records, premises, equipment or personnel of the Printer or any person acting on behalf of the Printer).

3.6 The Printer shall not appoint a third party to carry out any of its data processing obligations under this Agreement without the prior written consent of the Church. In the event that the Church gives its consent to the appointment of such a third party (an "**Approved Processor**"):

- (a) the Printer shall impose on such Approved Processor equivalent obligations to those set out in this clause 3; and
- (b) the Printer shall remain fully liable to the Church for the performance of its obligations under this clause 3.

4. Term and termination

- 4.1 Subject to clause 4.2, this Agreement will remain in full force and effect so long as the Printer retains any Protected Data related to the Printing Services in its possession or control ("**Term**").
- 4.2 Without affecting any other right or remedy available to it, the Church may terminate this Agreement with immediate effect on giving written notice to the Printer.
- 4.3 Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination the Agreement in order to protect the Protected Data will remain in full force and effect.

5. Notice

- 5.1 Any notice or other communication given to a party under or in connection with this Agreement must be in writing and delivered to:

For the Church: Head of Strategic Support, The Presbyterian Church of Wales, Tabernacle Chapel, 81 Merthyr Road, Whitchurch, Cardiff CF14 1DD.

For the Printer: The Full name of Printer and Full address of Printer noted in Part A.

- 5.2 Clause 5.1 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

- 5.3 A notice given under this Agreement is not valid if sent by email.

6. Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

7. Jurisdiction

- 7.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of Part A.