

# Safeguarding Hubs

## Data Processing Addendum

January 2025

This Data Processing Addendum forms part of the Service Agreement between **Clearly Simpler Limited** and the **Parochial Church Council (PCC)**.

It comprises instructions from the PCC in accordance with Article 28 of the UK General Data Protection Regulation (GDPR).

This Addendum also forms part of the legally-binding contract between **Clearly Simpler Limited** and the **Diocesan Board of Finance (DBF)**.

### 1. Processing only on the PCC's instructions

Clearly Simpler Limited will only process personal data in line with the PCC's documented instructions (including when making an international transfer of personal data) unless they are required to do otherwise by UK law.

### 2. Confidentiality

Clearly Simpler Limited will obtain a commitment of confidentiality from anyone they allow to process personal data. This includes their employees, as well as any temporary workers and agency workers who have access to the personal data.

### 3. Appropriate security measures

Clearly Simpler Limited will take the necessary security measures to meet the requirements of Article 32 of the UK GDPR on the security of processing.

They will put in place appropriate technical and organisational measures to ensure the security of any personal data that they process.

### 4. Using sub-processors

Clearly Simpler will provide the PCC and DBF with a list of the sub-processors that they engage, and will give 30 days notice of any proposed changes to this list. The PCC or DBF can object to this change by terminating their Service Agreement or Contract.

Clearly Simpler will ensure that their contract with a sub-processor imposes the same obligations on that sub-processor as found in this Addendum.

A sub-processor must implement appropriate technical and organisational measures in such a way that the processing will meet the requirements of the UK GDPR.

Clearly Simpler is liable for a sub-processor's compliance with its data protection obligations.

## **5. Data subjects' rights \***

Clearly Simpler will take appropriate technical and organisational measures to help the PCC to respond to requests from individuals to exercise their rights.

This provision stems from Chapter III of the UK GDPR, which describes how the controller must enable data subjects to exercise various rights and respond to requests to do so, such as subject access requests, requests for the rectification or erasure of personal data, and objections to processing.

## **6. Assisting the controller \***

Taking into account the nature of the processing and the information available, Clearly Simpler will assist the PCC in meeting their obligations:

- To keep personal data secure.
- To notify personal data breaches to the ICO when required.
- To notify personal data breaches to data subjects when required.
- To carry out data protection impact assessments (DPIAs) when required.
- To consult the ICO where a DPIA indicates there is a high risk that cannot be mitigated.

## **7. End-of-agreement provisions**

At the termination of their Service Agreement, and for the next 60 days, Clearly Simpler will make provision for the PCC to download any personal data that has been processed on behalf of the PCC.

Thereafter, Clearly Simpler will delete all personal data in a secure manner, in accordance with the security requirements of Article 32 of the UK GDPR.

Clearly Simpler will delete backup copies of this data in accordance with their usual destruction cycle.

## **8. Audits and inspections \***

Clearly Simpler will:

- Provide the PCC with all the information that is needed to show that the obligations of Article 28 have been met.
- Allow for, and contribute to, audits and inspections carried out by the PCC, or by an auditor appointed by the PCC.

This provision obliges Clearly Simpler to be able to demonstrate compliance with the whole of Article 28 to the PCC. For instance, they could do this by giving the PCC the necessary information or by submitting to an audit or inspection.

\* Clearly Simpler may charge an extra fee for work associated with sections 5, 6 and 8 of this Addendum.