![ico. Information Commissioner's Office]

An Addendum to approved EU Binding Corporate Rules to form Article 47 UK GDPR Binding Corporate Rules

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UK BCR Addendum **[DRAFT VERSION 0.5 October 2023]**

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Guidance Note: You can choose to have UK binding corporate rules which are formed by bespoke UK BCR documentation approved by the ICO in the traditional way. Or, you can choose to have a UK BCR Addendum which is formed by:

- your approved EU BCR;
- an addendum which extends the scope of the EU BCR to include UK Restricted Transfers, and which forms the UK legally binding instrument; and
- a UK BCR Summary, which provides information to Relevant Data Subjects (and for Processor BCR, Third Party Exporters).

This UK BCR Addendum can be used in two ways:

1. As a standard form which will automatically update if the ICO makes any changes to its published UK BCR Addendum. There are options for you to select but you shouldn't make any changes to the body document (except to fill out the Tables).
2. As a template or guidance, which can be used and amended by you, and submitted to the ICO for review.

This UK BCR Addendum has been structured as an intragroup agreement, for all BCR Members to sign. Alternatively, it could be amended so that it is (or made pursuant to) a joining agreement (for a group of enterprises engaged in a joint economic activity).

It would also need to be adapted for an 'exporting entity model' (as described in our guidance).

In all cases an ICO authorisation will be required for this to form an Article 46(2)(b) UK GDPR set of binding corporate rules.

Part 1: Background

(a)   The BCR Members have an approved EU BCR. This EU BCR provides an appropriate safeguard for transfers to the BCR Members under Article 46 EU GDPR.

(b)   This addendum to the EU BCR forms a set of binding corporate rules which meets the requirements of Article 47 UK GDPR, by:
  - Incorporating the EU BCR, as updated from time to time, and extending it to apply to Restricted Transfers, with only necessary changes so it complies with the requirements of Article 47 UK GDPR;
  - Adding a UK BCR Summary for Relevant Data Subjects (and for Processor BCR, Third Party Exporters);
  - Requiring the Lead UK BCR Member to accept liability to Relevant Data Subjects (and for Processor BCR, to Third Party Exporters) for all breaches of the UK BCR Addendum by any Non-UK BCR Member;
  - Adding commitments to the ICO.

Part 2: Tables

Table 1: Start Date and BCR Members

Start date	 **Guidance Note:** Insert the date of the last BCR Member's signature.
Lead UK BCR Member	Full legal name: Trading name (if different): Main UK address (if a company, its registered address): Official UK registration number (if any) (company number or similar identifier): Key contact (name, address and email): ☐ The Lead UK BCR Member confirms it has sufficient assets in place to provide the remedies and/or pay compensation for all liabilities arising under the UK BCR Addendum.

	Guidance Note: If your Lead UK BCR Member is a branch which is not a UK legal entity, you may need a parent company guarantee in line with our guidance.
Signed:	Signature: Print Name: Position: Date:
Other BCR Member details	Full legal name: Trading name (if different): Country of establishment: Main address (if a company, its registered address): Official registration number (if any) (company number or similar identifier): Key contact (name, address and email):
Signed:	Signature: Print Name: Position: Date:
	Guidance Note: Add rows or an appendix for other BCR Members.

Table 2: EU BCR

Guidance Note: In this Table 2 you will set out details of the documents which form your EU BCR and will be incorporated into your UK BCR Addendum. You will need to send us electronic copies of each document below (before the ICO can issue an approval).

EU BCR	Name of Document(s):

Application form and Referential Table	Date:
EU BCR Policy	Name of Document: Date:
EU BCR Binding Instrument	Name of Document: Date:
EU BCR approvals	Name of Document: Date:
Other Relevant Documentation	☐ Not used Name of Document: Date: **Guidance Note:** Add any other relevant documents, such as EU supervisory authority reviews or audits.

Table 3: UK BCR Summary

UK BCR Summary	Name of Document: Date: Reference (if any): Other identifier (if any):

Guidance Note: The UK BCR Summary is aimed at Relevant Data Subjects (and for Processor BCR, Third Party Exporters). This document must be published alongside the EU BCR after it has been approved by the ICO. Please add the draft wording here or include as an appendix.

The UK BCR Summary should set out the following, and, where it is clear, can include specific parts of the EU BCR:

- Contact details for queries from Relevant Data Subjects;
- Brief description of Restricted Transfers covered by the UK BCR Addendum, including the categories of Personal Data, the type of Processing and its purposes, and the type of data subjects affected;
- List of countries where BCR Members are located/Personal Data is transferred to;
- The rights of Relevant Data Subjects in regard to Processing and the means to exercise those rights;
- How Relevant Data Subjects can complain to the BCR Members, and include or link to the complaints procedure;
- How Relevant Data Subjects can complain to the ICO; and
- How Relevant Data Subjects can bring a claim in the UK courts against the Lead UK BCR Member for redress and, where appropriate, compensation for breach of the UK BCR Addendum by the Lead UK BCR Member and any Non-UK BCR Member.

In addition, for Processor BCR:

- Contact details for queries from Third Party Exporters;
- How they can complain to BCR Members, and include or link to the complaints procedure; and
- How they can bring a claim in the UK courts against the Lead UK BCR Member for redress and, where appropriate, compensation for any breach of the UK BCR Addendum by the Lead UK BCR Member and any Non-UK BCR Member (including its sub processors).
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Table 4: Options

> **Guidance Note:** If you are using this document as a template, then these provisions can be included as Sections in Part 3.

(a) Type of UK BCR	☐ "**Controller BCR**" (where the first Restricted Transfer is to a BCR Member acting as a Controller)
	☐ "**Processor BCR**" (where the first Restricted Transfer is to a BCR Member acting as a Processor)
	If the UK BCR Addendum is a Controller BCR, all references to Third Party Exporters and Linked Agreements do not apply and must be disregarded.
(b) BCR Members' Decision Process	**Section 9.2: Adding BCR Members:**
	☐ Notified in writing by the Lead UK BCR Member to the other BCR Members.
	☐ Notified in writing by the Lead UK BCR Member to the other BCR Members, which each have a right of veto by written notice to the Lead UK BCR Member within 30 days.
	☐ Agreed in writing by all BCR Members.
	☐ Other (Please specify):
	> **Guidance Note**: If you are using a deed of accession or equivalent, please tick other and state this, and add it to the UK BCR Addendum as an appendix.
	Section 9.4: Amendments to Table 3 (UK BCR Summary), Table 4 (Options) and this UK BCR Addendum:
	☐ Notified in writing by Lead UK BCR Member to the BCR Members.

☐ Notified in writing by Lead UK BCR Member to the BCR Members, which each have a right of veto by written notice to the Lead UK BCR Member within 30 days.

☐ Agreed in writing by all BCR Members.

☐ Other (Please specify):

Section 12.2.1: Where the BCR Members give notice to a BCR Member (the "Exiting BCR Member") that it will exit the UK BCR Addendum

☐ Notified in writing by the Lead UK BCR Member to the Exiting BCR Member giving at least the following notice:

☐ First, notified in writing by Lead UK BCR Member to the BCR Members (other than the Exiting BCR Member), which each have a right of veto by written notice to the Lead UK BCR Member within 30 days. And second notified in writing by the Lead UK BCR Member to the Exiting BCR Member giving at least the following notice:

☐ First, agreed in writing by all BCR Members (other than the BCR Member which is to exit). And second notified in writing by the Lead UK BCR Member to the Exiting BCR Member giving at least the following notice:

☐ Other (Please specify):

Section 12.2.2: Exit notice period where a BCR Member wishes to exit the UK BCR Addendum

"Exit Notice":

(c) Section 10 Which laws apply to this UK BCR	☐ England and Wales
	☐ Scotland

Addendum	☐ Northern Ireland **Guidance Note:** Think about which UK laws apply to this UK BCR Addendum. You may want to choose the same laws which apply to your other business agreements. If you choose Scotland or Northern Ireland, you should review the UK BCR Addendum to make sure it works as you intend.
(d) Updates to this UK BCR Addendum	☐ Include this Section ☐ Exclude this Section From time to time, the ICO may publish a revised UK BCR Addendum which: (i) makes reasonable and proportionate changes to the UK BCR Addendum, including correcting errors in the UK BCR Addendum; and/or (ii) reflects changes to UK Data Protection Laws. The revised UK BCR Addendum will specify the start date from which the changes to it are effective and whether the BCR Members must review their UK BCR Addendum and TRA as a result of the changes. This UK BCR Addendum is automatically amended as set out in the revised UK BCR Addendum from the start date specified.
(e) Which courts legal claims can be brought in for claims between BCR Members	The courts of (add name of country): ▓▓▓ have ☐ exclusive jurisdiction (as an exception to Section 15.1) ☐ non-exclusive jurisdiction (in addition to Section 15.1) over any claim brought by any BCR Member against any other BCR Member in connection with this UK BCR Addendum (including non-contractual claims).

	Guidance Note: This Section sets out jurisdiction for legal claims by a BCR Member against another BCR Member.
(f) Commercial clauses	☐ Include this Section ☐ Exclude this Section **Guidance Note:** The BCR Members may want to add commercial clauses. For example, to re-allocate any costs or payment of compensation incurred by the UK Lead BCR Member. These clauses must not contradict or reduce the level of protection in Part 3.

Part 3: The UK BCR Addendum

1. **Entering into this UK BCR Addendum**

1.1 This UK BCR Addendum comes into effect on the start date set out in Table 1 (Start Date and BCR Members), and will continue unless and until it ends in accordance with Section 12 (How to end this UK BCR Addendum).

2. **Internally Legally Binding**

2.1 In consideration of the mutual promises made by the BCR Members in this UK BCR Addendum the BCR Members agree to be bound by, and will comply with, the UK BCR Addendum (as amended and updated from time to time).

3. **Interpretation of this UK BCR Addendum**

3.1 Where this UK BCR Addendum uses terms that are defined in the EU BCR those terms shall have the same meaning as in the EU BCR (subject to Section 5 (Hierarchy) below).

3.2 In addition, the following terms have the following meanings:

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 Article 46 UK GDPR.
BCR Member	Any organisation which is listed in Table 1 (Start Date and BCR Members), as that list may be updated in accordance with Section 9.2 (Amendments to this UK BCR Addendum).
BCR Members' Decision Process	The decision process of the BCR Members set out in Table 4(b) (Options) as applicable to specific Sections of this UK BCR Addendum.
Controller BCR	As defined in Table 4(a) (Options) where the first Restricted Transfer is to a BCR Member acting as a Controller.
EDPB	The European Data Protection Board.
Employee	Any BCR Member's staff (including individual contractors and agency workers) who have access to the Transferred Data.
EU BCR	The binding corporate rules made up of the documents set out in Table 2 (EU BCR), as those documents are updated from time to time in accordance with the EU GDPR and the terms of those documents, and within the scope of the EDPB or EU supervisory authority approval.
EU GDPR	European Union Regulation (EU) 2016/679 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, and repealing Directive 95/46/EC (General Data Protection Regulation).
ICO	The Information Commissioner (including his statutory successors).
Linked Agreement	Any agreement with a Third Party Exporter which

	explicitly sets out that the Third Party Exporter will rely on this UK BCR Addendum as its Article 46 UK GDPR transfer mechanism.
	References to Linked Agreements only apply if this is a Processor BCR and must be disregarded if this is a Controller BCR.
Local Laws	Laws which are not the laws of the UK, and which bind the Non-UK BCR Member.
Non-UK BCR Member	Any BCR Member not established in the UK.
Processor BCR	As defined in Table 4(a) (Options) where the first Restricted Transfer is to a BCR Member acting as a Processor.
Relevant Data Subjects	Data Subjects of any Transferred Data.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR.
Tables	The Tables set out in Part 2 of this UK BCR Addendum.
Third Party Exporters	For Processor BCR only: any third party to this UK BCR Addendum only in so far as it has an agreement with a BCR Member which explicitly sets out that the third party may rely on this UK BCR Addendum as its Article 46 UK GDPR transfer mechanism.
	References to Third Party Exporters only apply if this is a Processor BCR and must be disregarded if this is a Controller BCR.
TRA	A risk assessment in so far as it is required by UK Data Protection Laws to demonstrate that the UK BCR Addendum provides the Appropriate Safeguards.

Transferred Data	Personal Data which is received by any BCR Member by way of a Restricted Transfer from another BCR member (or for a Processor BCR from a Third Party Exporter), and which may then be Processed by any BCR Members, excluding where the BCR Member is Processing that Personal Data in the context of an establishment located in an "Adequate Country". Where "Adequate Country" means a third country, or: • a territory; • one or more sectors or organisations within a third country; • an international organisation; which the Secretary of State has specified by regulations provides an adequate level of protection of Personal Data in accordance with Section 17A of the Data Protection Act 2018.
UK	The United Kingdom of Great Britain and Northern Ireland.
UK BCR Addendum	This addendum to the EU BCR which: • incorporates and amends the EU BCR (as set out in Section 4 (How the EU BCR is incorporated into this UK BCR Addendum)); • incorporates the UK BCR Summary; and • comprises Part 1 Background, Part 2 Tables and Part 3 The UK BCR Addendum, and which forms the UK GDPR binding corporate rules.
UK BCR Summary	The UK BCR Summary set out in Table 3 (UK BCR Summary), as that document may be updated from time to time in accordance with Section 9.
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. Terms expressly defined in UK GDPR have the same meaning in this UK BCR Addendum including "**Personal Data**", "**Data Subject**", "**Controller**", "**Processing**" and "**Processor**" (which includes processors and sub-processors of every level).
Without Undue Delay	Without undue delay, as that phrase is interpreted in the UK GDPR.

3.3   If a word starts with a capital letter it has the specific meaning set out in Section 3.2.

3.4   To make it easier to read and understand, this UK BCR Addendum contains headings and guidance notes. Those are not part of the binding contract which forms the UK BCR Addendum.

3.5   Nothing in this UK BCR Addendum limits or excludes any BCR Member's liability to Relevant Data Subjects or to the ICO under this UK BCR Addendum or under UK Data Protection Laws.

3.6   If any wording in the "Commercial Clauses" in Table 4(f) (Options) contradicts any Section of Part 3, and/or seeks to limit or exclude any liability to Relevant Data Subjects or to the ICO, then that wording will not apply.

3.7   The words "include", "includes", "including", "in particular" are used to set out examples and not to set out a finite list.

3.8   References to:

3.8.1   singular or plural words or people, also includes the plural or singular of those words or people;

3.8.2   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 UK BCR Addendum has been entered into; and

3.8.3   any obligation not to do something, includes an obligation not to allow or cause that thing to be done by anyone else.

3.9   This UK BCR Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that the UK BCR Addendum provides the Appropriate Safeguards.

3.10   If the meaning of this UK BCR Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.

4.   **How the EU BCR is incorporated into this UK BCR Addendum**

4.1   This UK BCR Addendum incorporates the EU BCR and amends it to the extent necessary so that it applies to Processing of Transferred Data by BCR Members and complies with the requirements of Article 47 UK GDPR, in particular:

    4.1.1   General and specific references in the EU BCR to the GDPR or EU or Member State Law are amended to the nearest equivalent reference in UK Data Protection Laws;

    4.1.2   Any obligation in the EU BCR determined by the Member State in which the BCR Member or Data Subject is established are amended to the nearest equivalent under UK law;

    4.1.3   The ICO shall be the competent supervisory authority of the UK BCR Addendum. All commitments in the EU BCR including as regards cooperation with a competent supervisory authority are amended to be commitments to the ICO; and

    4.1.4   The lead BCR member(s) for the purpose of the EU BCR shall be amended to the Lead UK BCR Member(s).

5.   **Hierarchy**

5.1   Although the EU BCR sets out that the EU BCR prevails over all related agreements, the BCR Members agree that for determination of compliance with this UK BCR Addendum the hierarchy in Section 5.2 will prevail.

5.2   Where there is any inconsistency or conflict between this UK BCR Addendum and the EU BCR, this UK BCR Addendum overrides the EU BCR, except where (and in so far as) the inconsistent or conflicting terms of the EU BCR provide greater protection for Relevant Data Subjects, in which case those terms in the EU BCR will override this UK BCR Addendum.

5.3   If there is any inconsistency or conflict between this UK BCR Addendum and another agreement with a BCR Member as a party (including a Linked Agreement) this UK BCR Addendum overrides that other agreement, even if that agreement has been negotiated by any BCR Member. The exceptions to this are where (and in so far as):

    5.3.1   the inconsistent or conflicting terms of the other agreement provide greater protection for the Relevant Data Subject's

rights, in which case those terms will override this UK BCR Addendum; and

5.3.2 **For Processor BCR only:** the inconsistent or conflicting terms of a Linked Agreement are expressly required by Article 28 UK GDPR, in which case those terms will override the inconsistent or conflicting terms of the UK BCR Addendum in relation to Processing by that BCR Member as Processor.

6. **BCR Member confirmations and commitments**

6.1 The BCR Members confirm and agree that the information contained or referred to in Part 2: Tables, is correct and complete at the effective date of this UK BCR Addendum (see Section 1) and will continue to be correct and complete during the term of this UK BCR Addendum. The BCR Members confirm and agree that nothing in Part 2: Tables (in particular in the "Commercial Clauses" in Table 4(f) (Options)) contradicts or reduces the protection of this Part 3.

6.2 The BCR Members confirm and agree that there is a TRA confirming that the UK BCR Addendum provides the Appropriate Safeguards for the Transferred Data, which will be kept up to date as set out in Section 6.3.

6.3 The BCR Members agree to review the UK BCR Addendum and TRA at the same time as the EU BCR is reviewed or should be reviewed under the terms of the EU BCR.

6.4 The BCR Members agree to publish the UK BCR Summary alongside its published EU BCR documentation, so that it is readily available to Relevant Data Subjects (and any Third Party Exporters).

6.5 Except as required by applicable UK laws or Local Laws, the BCR Members agree to provide to any Relevant Data Subjects (and any Third Party Exporters) on request and Without Undue Delay all or any part of the UK BCR Addendum except for information which is commercially sensitive or would reveal confidential information regarding its data security protections for the Transferred Data.

6.6 The BCR Members agree to:

6.6.1 Put in place contractual or other suitable measures to bind its Employees to process Transferred Data in compliance with the UK BCR Addendum;

6.6.2 Provide regular training to Employees, sufficient to ensure they understand their obligations and the BCR Members' obligations in the UK BCR Addendum; and

6.6.3   Make Employees aware that they may be subject to disciplinary procedures and/or sanctions in the event that they cause a BCR Member to breach the UK BCR Addendum.

6.7   **For Processor BCR only:** The BCR Members agree to comply with the Linked Agreements which relate to its Processing of the Transferred Data. If a Linked Agreement includes rights for the Third Party Exporter to obtain information or carry out a review or audit, the BCR Members agree to provide the Third Party Exporter with the same rights in relation to this UK BCR Addendum.

7.   **The ICO**

7.1   This Section 7 is in addition to all ICO rights under the EU BCR (as incorporated into this UK BCR Addendum and amended under Section 4.1.3 (How the EU BCR is incorporated into this UK BCR Addendum)). All ICO rights in the UK BCR Addendum are limited to the extent those rights fall within the ICO's powers.

7.2   Each BCR Member agrees that the ICO has regulatory oversight of the functioning of the UK BCR Addendum and all BCR Members' compliance with the UK BCR Addendum and agrees to co-operate with the ICO and assist the UK Lead BCR Member to comply with this Section 7.

7.3   The Lead UK BCR Member agrees to notify the ICO Without Undue Delay of any significant amendments to the UK BCR Addendum, including where this is a change to its EU BCR required by the EDPB or an EU supervisory authority.

7.4   The Lead UK BCR Member agrees to provide to the ICO Without Undue Delay copies of any updates, reports, notifications or other correspondence regarding the EU BCR, received from or sent to any EU supervisory authority, which are relevant to the UK BCR Addendum and may have a significant impact on the rights of Relevant Data Subjects (or, for Processor BCR, a Third Party Exporter) or the ICO.

7.5   The Lead UK BCR Member agrees to provide an annual update to the ICO at the time and in the form requested by the ICO from time to time.

7.6   Each BCR Member agrees to comply with any requests made by the ICO in relation to this UK BCR Addendum or its Processing of the Transferred Data, including any reviews or audits of the BCR Members' compliance with this UK BCR Addendum and/or to verify that this UK BCR Addendum continues to meet the requirements of Article 47 UK GDPR.

7.7   If the ICO requests, the Lead UK BCR Member will provide it with a copy of:

7.7.1   this UK BCR Addendum and all the documents referred to in it;

7.7.2   the TRA(s); and

7.7.3   the results of any reviews, audits or other mechanisms used to verify compliance of the BCR Members with this UK BCR Addendum, and/or the compliance of this UK BCR Addendum with Article 47 UK GDPR.

8. Third Party Exporters

8.1   This Section 8 only applies if the UK BCR Addendum is a Processor BCR.

8.2   Each BCR Member:

8.2.1   if requested by the Third Party Exporter, must either:

8.2.1.1   provide it with a copy (or relevant parts) of the TRA the BCR Members have in place for Restricted Transfers under this UK BCR Addendum; or

8.2.1.2   provide the Third Party Exporter with all relevant information regarding Local Laws and practices and the protections and risks which apply to the Transferred Data when it is Processed by the BCR Member, including any information which may reasonably be required for the Third Party Exporter to carry out a TRA,

(the "**Relevant Information**"),

8.2.2   confirms and agrees that the Relevant Information is correct and complete at the date it is sent to the Third Party Exporter, and will continue to be correct and complete for so long as it is Processing Transferred Data received from or on behalf of, the Third Party Exporter; and

8.2.3   (for so long as it is Processing Transferred Data received from or on behalf of, the Third Party Exporter) must review the Relevant Information on a regular basis and inform the Third Party Exporter as soon as it becomes aware of any Relevant Information changing, and/or any Local Laws which may prevent or limit the BCR Member from complying with its obligations in this UK BCR Addendum. This information then forms part of the Relevant Information.

9. Amendments to this UK BCR Addendum

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

9.2 New BCR Members may be added to this UK BCR Addendum in accordance with the BCR Members' Decision Process.

9.3 Table 2 (EU BCR) and the documentation listed there will be automatically amended when changes are made to the EU BCR in accordance with its terms and EU GDPR. The consequent changes to the UK BCR Addendum should be notified to the ICO in accordance with Section 7 (The ICO).

9.4 This UK BCR Addendum including Table 3 (UK BCR Summary) and the documentation listed there and Table 4 (Options) and excluding Table 2 (EU BCR), may be amended in accordance with the BCR Members' Decision Process.

9.5 The BCR Members confirm and agree that any amendments to this UK BCR Addendum will not impact the UK BCR Addendum's compliance with Article 47 UK GDPR.

10. **Which laws apply to this UK BCR Addendum**

10.1 This UK BCR Addendum is governed by the laws specified in Table 4(c) (Options).

11. **General clauses**

11.1 In relation to any BCR Member's Processing of Transferred Data, this UK BCR Addendum:

11.1.1 contains all the terms and conditions agreed by the BCR Members; and

11.1.2 overrides all previous contracts and arrangements, whether oral or in writing,

this does not impact the EU BCR as it applies to BCR Members' Processing of Personal Data covered by that EU BCR. To be clear there may be times when a BCR Member must comply with both the EU BCR and this UK BCR Addendum in its Processing of Personal Data.

11.2 If any BCR Member made any oral or written statements to any other BCR Member before entering into this UK BCR Addendum (which are not written in this UK BCR Addendum) the other BCR Member confirms that it has not relied on those statements and that it will not have a legal remedy if those statements are untrue or incorrect, unless the statement was made fraudulently.

11.3 No BCR Member may novate, assign or obtain a legal charge over this UK BCR Addendum (in whole or in part) except in accordance with the UK Approval Process.

11.4   Except as set out in the EU BCR, a BCR Member may only sub-contract its obligations under this UK BCR Addendum in accordance with the UK Approval Process.

11.5   This UK BCR Addendum does not make the BCR Members a partnership. Except as expressly written in this UK BCR Addendum, no BCR Member is appointed to act as the agent of any other BCR Member in respect of any rights or obligations in this UK BCR Addendum.

11.6   If any Section (or part of a Section) of this UK BCR Addendum is or becomes illegal, invalid or unenforceable, that will not affect the legality, validity and enforceability of any other Section (or the rest of that Section) of this UK BCR Addendum.

11.7   If a BCR Member, Relevant Data Subject, (or for Processor BCR, a Third Party Exporter) or the ICO does not enforce, or delays enforcing, its rights or remedies under or in relation to this UK BCR Addendum, this will not be a waiver of those rights or remedies. In addition, it will not restrict their ability to enforce those or any other right or remedy in future.

11.8   If a BCR Member, Relevant Data Subject, (or for Processor BCR, a Third Party Exporter) or the ICO chooses to waive enforcing a right or remedy under or in relation to this UK BCR Addendum, then this waiver will only be effective if it is made in writing. Where they provide such a written waiver:

11.8.1   it only applies in so far as it explicitly waives specific rights or remedies;

11.8.2   it shall not prevent that party from exercising those rights or remedies in the future (unless it has explicitly waived its ability to do so); and

11.8.3   it will not prevent that party from enforcing any other right or remedy in future.

12.   **How to end this UK BCR Addendum**

12.1   The UK BCR Addendum will end:

12.1.1   If the EU BCR ends (including where approval of the EU BCR is withdrawn by the EDPB or an EU supervisory authority); or

12.1.2   If the ICO withdraws its approval of the UK BCR Addendum; or

12.1.3   In accordance with the BCR Members' Decision Process.

12.2   A BCR Member will exit the UK BCR Addendum either:

12.2.1   In accordance with the BCR Members' Decision Process; or

12.2.2   If it notifies the Lead UK BCR Member in writing, giving the Exit Notice.

12.3   Without Undue Delay, if the UK BCR Addendum ends under Section 11.112.1 then all BCR Members must, or if a BCR Member exits the UK BCR Addendum under Section 12.2 then that BCR Member must:

12.3.1   Securely send or return all Transferred Data in its possession or control to a UK BCR Member; or

12.3.2   Securely delete all Transferred Data in its possession or control; or

12.3.3   Ensure that Transferred Data is protected to the same extent as if it had been transferred to that BCR Member under an alternative Article 46 UK GDPR transfer mechanism. (For example, by putting in place an international data transfer agreement amended so that it protects the Transferred Data).

The UK Lead BCR Member must Without Undue Delay notify the ICO of the steps taken. This Section 12.3 shall survive termination of this UK BCR Addendum.

12.4   The following provisions will continue in force after this UK BCR Addendum ends (no matter what the reason is):

12.4.1   Section 1 (Entering into this UK BCR Addendum);

12.4.2   Section 2 (Internally Legally Binding);

12.4.3   Section 3 (Interpretation of this UK BCR Addendum);

12.4.4   Section 4 (How the EU BCR is incorporated into this UK BCR Addendum);

12.4.5   Section 5 (Hierarchy);

12.4.6   Section 7 (The ICO);

12.4.7   Section 10 (Which laws apply to this UK BCR Addendum);

12.4.8   Section 11 (General clauses);

12.4.9   Section 12 (How to end this UK BCR Addendum);

12.4.10   Section 13 (BCR Member liability);

12.4.11   Section 14 (How to bring legal claims); and

12.4.12   Section 15 (Which courts legal claims can be brought in).

13. **BCR Member liability**

13.1   The BCR Members remain fully liable for fulfilling their obligations under this UK BCR Addendum and (if they apply) under UK Data Protection Laws.

13.2   The BCR Members do not exclude or restrict their liability under this UK BCR Addendum or UK Data Protection Laws, on the basis that they have authorised another BCR Member or a third party (including a Processor) to perform any of their obligations, and they will remain fully responsible for performing those obligations.

13.3   The Lead UK BCR Member agrees to be fully liable to Relevant Data Subjects (and for Processor BCR to Third Party Exporters) and to the ICO for all material and non-material loss and damage caused directly or indirectly by any Non-UK BCR Member's breach of this UK BCR Addendum, including where caused by any Non-UK BCR Member's Processor.

14. **How to bring legal claims**

14.1   No one who is not a BCR Member, Relevant Data Subject, (or for Processor BCR, a Third Party Exporter) or the ICO, can enforce any part of this UK BCR Addendum (including under the Contracts (Rights of Third Parties) Act 1999).

By Relevant Data Subjects:

14.2   Any Relevant Data Subject is entitled to bring a claim against a BCR Member for its breach of the UK BCR Addendum, and/or against the Lead UK BCR Member for any breach of this UK BCR Addendum by any Non-UK BCR Member, in each case subject to Sections 13.2 and 13.3.

14.3   In bringing a claim under this UK BCR Addendum, a Relevant Data Subject may be represented by a not-for-profit body, organisation or association under the same conditions set out in Article 80(1) UK GDPR and sections 187 to 190 of the Data Protection Act 2018.

By the ICO:

14.4   The ICO is entitled to bring a claim against a BCR Member for its breach of, and/or against the Lead UK BCR Member for any breach by any Non-UK BCR Member of any provision of the UK BCR Addendum which is expressly or by implication for the benefit of the ICO or a data protection supervisory authority, subject to Sections 13.2 and 13.3.

By Third Party Exporters:

14.5   **(This Section only applies if this is a Processor BCR)** Any Third

Party Exporter is entitled to bring a claim against a BCR Member for its breach of, and/or against the Lead UK BCR Member for any breach by any Non-UK BCR Member of any provision of the UK BCR Addendum which is expressly or by implication for the benefit of the Third Party Exporter, subject to Sections 13.2 and 13.3.

14.6 **(This Section only applies if this is a Processor BCR)** The BCR Members shall ensure that compliance with the UK BCR Addendum will be incorporated into all its Linked Agreements with Third Party Exporters.

15. Which courts legal claims can be brought in

15.1 The courts of England and Wales, Scotland and Northern Ireland all have non-exclusive jurisdiction over any claim in connection with this UK BCR Addendum (including non-contractual claims).

15.2 Relevant Data Subjects, (and for Processor BCR, Third Party Exporters) and the ICO may bring a claim against any BCR Member in connection with this UK BCR Addendum (including non-contractual claims) in any court in any country with jurisdiction to hear the claim.

16. How to sign the UK BCR Addendum

16.1 The BCR Members may choose to each sign (or execute):

16.1.1 the same copy of this UK BCR Addendum;

16.1.2 separate, identical copies of the UK BCR Addendum. In that case, each identical copy is still an original of this UK BCR Addendum, and together all those copies form one agreement, unless signing (or executing) in this way would mean that the UK BCR Addendum would not be binding on any BCR Member under Local Laws.

Alternative Part 3: The UK BCR Addendum

Part 3 of the UK BCR Addendum Version C.1.0 issued by the ICO on DATE, as it is revised by the ICO from time to time under Table 4(d) of the UK BCR Addendum.