

Data Processing Deed No.1 – Review Only

THIS Data Processing Deed (“Deed”) is made the [] day of [] 20[]

BETWEEN:

- (1) **[The Bishop/Superior of []]** (the **“Data Controller”**),
Name & address of Diocese/Congregation/Order

which expression shall include his/her successor in office and,

- (2) **Coimirce**, a company limited by guarantee and not having a share capital, Company Registration Number 465899, also known as the National Board for Safeguarding Children in the Catholic Church (the **“Data Processor”**), which expression shall include those retained by it to carry out the functions under the Review Document.

(Together “the Parties” and “the Party” shall be construed accordingly).

WHEREAS:

- A In the context of a mutual desire to enhance child protection and safeguarding, and in the context of the Memorandum of Understanding dated [] between the Parties hereto (or the Data Controller’s predecessor in office), the Parties have agreed to work together concerning the engagement by the Data Controller of the Data Processor to carry out a review of certain data held by the Data Controller, in manual, electronic and computerised form, related to allegations, knowledge or suspicions of child abuse, including certain data related to the receiving of and response to such allegations, knowledge, or suspicions of child abuse, further particulars of which review are set out in the Review Document, a copy of which is also included at Schedule I to this Deed (the **“Purpose”**).
- B The Data Controller will make available certain Relevant Personal Data (as defined below) and all files held by the relevant church organisation to the Data Processor in connection with the specified Purpose, as set out in the Review Document of analysing all such data in terms of compliance with best child protection practice and to report any issues which arise in relation to that investigation..
- C The Parties have agreed to enter into this Deed in order to protect the rights of Data Subjects pursuant to the DPA and further to protect the Relevant Personal Data provided to the Data Processor in connection with the Purpose and also to comply with their obligations under the Data Protection Acts, 1988 and 2003.

Deed

1. DEFINITIONS

In this Deed, the following words shall have the following meanings:

“Data Controller,” “Data Processor,” “Data Subject,” “Personal Data” and “Sensitive Personal Data” have the meanings set out in the DPA;

“DPA” means the Data Protection Acts 1988 and 2003, and includes any secondary legislation and/or Data Protection Commissioner’s guidance in respect of the aforementioned legislation.

“Relevant Personal Data” means any Personal Data and Sensitive Personal Data made available by the Data Controller to the Data Processor in connection with the Purpose; and

“Review Document” means the document entitled “Review of Safeguarding Practice in the Catholic Church” published by the National Board for Safeguarding Children in the Catholic Church.

2. USE OF RELEVANT PERSONAL DATA

- 2.1** The Data Processor agrees that it will keep the Data Controller’s Relevant Personal Data confidential in the same manner and fashion as it would keep its own Personal Data and Sensitive Personal Data confidential and will not disclose the Data Controller’s Relevant Personal Data to any third party without the prior written consent of the Data Controller.
- 2.2** In the event that the Data Processor discovers that it has made or makes or causes to be made any unauthorised disclosure of the Data Controller’s Relevant Personal Data, the Data Processor will immediately advise the Data Controller in writing of the full extent and nature of such unauthorised disclosure, and when and to whom same was made and will take any and all such steps as the Data Controller may require to remedy the situation.

3. PERMITTED DISCLOSURE OF RELEVANT PERSONAL DATA

- 3.1** In the event of becoming legally compelled by any act of government or other competent or regulatory authority to disclose any of the Data Controller’s Relevant Personal Data, the Data Processor shall give prompt notice of such fact to the Data Controller prior to any disclosure and will take any and all such steps as the Data Controller may require for such purpose.

4. RESTRICTIONS ON USE OF RELEVANT PERSONAL DATA

- 4.1** The Data Processor agrees to:
- 4.1.1** only use the Relevant Personal Data in connection with the Purpose;
- 4.1.2** ensure that its officers, employees, advisors, agents, representatives, contractors, sub-contractors and consultants and any and all others who have access to the Relevant Personal Data are subject to obligations of confidentiality in respect of the Relevant Personal Data which are equivalent to those imposed upon it under this Deed and are familiar with the obligations of the Data Processor under the DPA.

5. PERSONAL DATA

- 5.1** The Data Processor shall comply with the DPA when dealing with the Relevant Personal Data.
- 5.2** Further to the provisions of section 2C (3) of the DPA, the Data Processor agrees that, insofar as it is or will be a Data Processor in respect of the Relevant Personal Data, it will:

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- 5.2.1** only deal with and process the Relevant Personal Data in compliance with, and subject to, the instructions received from the Data Controller and in compliance with this Deed, for the Purpose, and will not use or process the Relevant Personal Data for any other purpose whatever;
 - 5.2.2** adopt, prior to processing the Relevant Personal Data and maintain, for the duration of this Deed, appropriate security measures, as more particularly described in Schedule II, in dealing with the Relevant Personal Data in order to protect against unauthorised or accidental access, loss, alteration, disclosure or destruction of such data, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing and to enable it to comply with this Deed;
 - 5.2.3** only use the Relevant Personal Data in connection with the Purpose;
 - 5.2.4** only keep the Relevant Personal Data for the duration of the review contemplated by this Deed;
 - 5.2.5** Provided the Data Controller has grounds to suspect non compliance by the Data Processor with its data security obligations herein and where the Data Controller has notified the Data Processor in relation to such concerns and given the Data Processor a reasonable period of time within which to respond to those concerns and where following that response there still remains on the part of the Data Controller reasonable concerns to suspect non compliance by the Data Processor with its data security obligations herein, the Data Controller may at its own expense and upon reasonable notice to the Data Processor, engage a third party to audit and monitor the Data Processor's compliance with its obligations herein and with the DPA; However, such third party audit shall not interfere with the ongoing review and audit work being carried out by the Data Processor and shall cause minimum disruption only to such audit work but shall not cause such audit work to be suspended or temporarily ceased pending the third party audit process.
 - 5.2.6** The Data Processor shall notify the Data Controller within three (3) working days if it receives a request from a Data Subject for access to that person's Personal Data, or any other request under the DPA. The Data Processor shall provide the Data Controller with full co-operation and assistance in relation to any such request made by a Data Subject;
 - 5.2.7** If the Data Processor or the Data Controller receives any complaint, notice or communication which relates directly or indirectly to the processing of the Relevant Personal Data or to the Data Processor's compliance with the DPA and the data protection principles set out therein, it shall immediately notify the Data Controller and it shall provide the Data Controller with full co-operation and assistance in relation to any such complaint, notice or communication; and
 - 5.2.8** The Data Processor shall not transfer the Relevant Personal Data outside the European Economic Area without the prior written consent of the Data Controller.
- 5.3** Without prejudice to the generality of the foregoing, the Data Processor agrees to deal promptly, properly and in good faith with all reasonable inquires relating to the

Data Processor's processing of the Relevant Personal Data, whether such inquiry is made by the Data Controller, a Data Subject or the Irish Data Protection Commissioner or any other regulatory authority with competent jurisdiction.

6. TERM

- 6.1** This Deed commences on the date hereof and continues until the Data Processor has concluded its review in accordance with the Review Document. Upon expiry of this Deed, the Data Processor shall, unless authorised in writing by the Data Controller, make no further use of the Relevant Personal Data and, insofar as it has not already done so, shall return to the Data Controller the Relevant Personal Data. In this regard, the Data Processor notes the requirements contained in the Review Document regarding the return of the Relevant Personal Data to the Data Controller.

7. INSURANCE

- 7.1** The Data Processor shall maintain a policy of insurance for professional indemnity risks in the amount of €6,500,000.00 in any on period of insurance and shall produce the policy and receipt for premium paid, to the Data Controller on request.

8. APPOINTMENT OF SUBCONTRACTORS

- 8.1** The Data Processor may not authorise any third party or sub-contractor to process the Relevant Personal Data without the prior written consent of the Data Controller.

9. WARRANTIES

- 9.1** The Data Processor warrants that:

(a) it will process the Relevant Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments; and

(b) it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of the Relevant Personal Data and against the accidental loss or destruction of, or damage to, the Relevant Personal Data to ensure the Data Controller's compliance with the seventh data protection principle including, but not limited to, the security measures set out in Schedule II.

- 9.2** The Data Processor shall notify the Data Controller immediately by telephone if it becomes aware of:

(a) any unauthorised or unlawful processing, loss of, damage to or destruction of the Relevant Personal Data;

(b) any advance in technology and methods of working which mean that the Data Controller and the Data Processor should revise the security measures set out in Schedule II,

and shall within 3 days of notifying the Data Controller by telephone, also deliver a copy of such notice in writing (but not by electronic mail) to the Data Controller.

10. GENERAL

- 10.1** This Deed may be executed in any number of counterparts and by each Party to this Deed on separate counterparts, each of which when executed and delivered will constitute an original; all such counterparts together constituting but one and the same instrument.
- 10.2** Amendments to or modifications or variations of this Deed may be made only by mutual Deed of each Party in writing.
- 10.3** If any dispute arises in connection with this agreement the parties in dispute will attempt to settle it by recourse to the services of a mediator agreed between them or, in default of agreement within 10 (ten) days nominated for the purpose by ONE~resolve Limited at the request of any of them. Any such request shall be deemed an invitation to the mediator so nominated to submit for the consideration of the parties in dispute a form of agreement approved by ONE~resolve Limited to govern such mediation, within 10 days of his or her nomination. If a mediation agreement is signed within a further 14 days, the mediation will be conducted in accordance with that agreement. Until the expiry of that 14-day period, no party may commence any court proceedings in connection with the dispute. Thereafter, the procedure provided for in this clause shall not restrict the ability of any party to commence court proceedings, regardless whether a mediation is underway. In the event of any such dispute, Data Processor will continue to comply with the terms of this Deed unless otherwise requested by Data Controller.
- 10.4** This Deed and all disputes between the Parties arising out of or in any way relating to the Deed or any other disputes between the parties in any way connected with the subject matter of the Deed are governed by the laws of Ireland.
- 10.5** Other than in respect of a mediation process conducted pursuant to clause 11.3 above, each of the Parties hereby submits to the exclusive jurisdiction of the Irish Courts for the determination of any legal disputes or other proceedings arising out of or in any way relating to the Deed or any other proceedings in any way connected with the subject matter of the Deed.
- 10.6** Either party may terminate this Deed on giving not less than one month's notice in writing to the other Party.
- 10.7** Clauses 2-7 inclusive of this Deed shall survive its termination or expiry.

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IN WITNESS whereof the parties hereto have executed this Deed on the date set out above.

Signed and delivered as a Deed by **[The Bishop/Superior of [] []**

[as Data Controller]

Witness:
Description:

PRESENT when the Common Seal
of **Coimirce** was affixed hereto:

Director

Director / Secretary

[Note: To be executed by Coimirce as a Deed in accordance with its Memorandum and Articles of Association]