

CHICHESTER CATHEDRAL

Chichester Cathedral Entities Data Sharing Agreement in connection with thankQ

DATA SHARING PARTICULARS

ITEM	DETAILS
Date of Agreement	February 2022
The Chapter of Chichester Cathedral	An ecclesiastical charity with Ecclesiastical Charity Registration Number X6489 (" Cathedral ")
Chichester Cathedral Restoration and Development Trust	A Charitable Incorporated Organisation with charity number 1156729 and registered office at the Royal Chantry, Cathedral Cloisters, Canon Lane, Chichester, PO19 1PX (" Trust ")
Chichester Cathedral Friends	A Charitable Incorporated Organisation with registered charity number 1158498 and registered office at Chichester Cathedral Friends, Cathedral Cloisters, Canon Lane, Chichester, West Sussex, PO19 1PX (" Friends ")
Chichester Cathedral Enterprises Limited	A company with company number 01171418 and registered office at the Royal Chantry, Cathedral Cloisters, Canon Lane, Chichester, PO19 1PX
Cathedral Entities	In this Data Sharing Agreement references to the "Cathedral Entities" are to Cathedral, Trust, Friends and Enterprises.
Cathedral Privacy Contact	Name: Oliver Tubb Role: Head of Marketing and Communications E-mail: oliver.tubb@chichestercathedral.org.uk
Enterprises Privacy Contact	Name: Maria Gordon Role: Commercial Operations Coordinator E-mail: bookings@chichestercathedral.org.uk
Friends Privacy Contact	Name: Howard Castle-Smith Role: Secretary E-mail: steve.holloway@chichestercathedrall.org.uk
Trust Privacy Contact	Name: Lindsay Dunlop Role: Fundraising Manager E-mail: Lindsay.dunlop@chichestercathedral.org.uk

Relationship	The Cathedral Entities will share personal data with each other via thankQ. Each of the Cathedral Entities will be acting as joint controllers in relation to personal data records that they access via thankQ.
thankQ	The new Customer Relationship Management (“CRM”) database application which will allow the Cathedral Entities to create a single record for each person with whom the Cathedral Entities have a relationship (excluding employees)

Protected Data

Types of personal data that will be subject to this agreement including:

- *Names;*
- *Addresses;*
- *DOB;*
- *Email addresses;*
- *Bank details;*
- *Records of financial transactions including one-off and regular donations;*
- *Details of involvement with/ participation in the activities of one or more of the Cathedral Entities.*

Categories of data subject whose personal data will be shared:

- Donors and supporters of one or more of the Cathedral Entities;
- Supporters, and other individuals who may be involved in the work of the Cathedral Entities;
- Individual contacts at organisations (including partners and parishes) that engage with one or more of the Cathedral Entities;
- Professional members, including musicians and clergy;
- Volunteers including but not limited to visitor experience volunteers, stewards for services and concerns and tour guides;
- Teachers and other contacts within schools with whom one or more of the Cathedral Entities is in contact;
- MPs, Councillors and local dignitaries;
- Individuals who attend events run by one or more of the Cathedral Entities;
- Emergency contacts of individuals who have signed up to events run by the Cathedral Entities;
- Members of the congregation and former members of the congregation of the Cathedral;
- Customers who have made purchases or enquiries about purchases from Enterprises;

<p>Special categories of personal data, criminal data, or otherwise sensitive data¹ that is included in the Protected Data</p>	<ul style="list-style-type: none"> • Health data on personal health forms for attendees at events. Supporters; • Religious beliefs of individuals.
<p>Purpose</p>	<p>The Protected Data will be shared between the parties via thankQ to improve the way the Cathedral Entities communicate and interact with worshippers, volunteers, financial supporters, donors, Friends and the general public and ultimately to support the charitable objectives of the Cathedral. The parties will engage with the data sharing via thankQ to allow them to engage with individuals connected with the Cathedral in a more streamlined way by reducing duplication and rationalising the many separate computer-based contact and related records.</p>
<p>Cathedral Entities' lawful basis/bases for sharing the Protected Data</p>	<p><i>Non-special category data lawful basis</i></p> <ul style="list-style-type: none"> • For each of the Cathedral Entities, sharing of personal data with other Cathedral Entities via thankQ is necessary for the purposes of legitimate interests pursued by each of the Cathedral Entities where the legitimate interests are to improve and streamline communications with contacts of the Cathedral Entities. See the separate Legitimate Interests Assessment which has been completed on behalf of all of the Cathedral Entities which is set out in Schedule 3. <p><i>Additional conditions for processing that are met to permit sharing special category data:</i></p> <ul style="list-style-type: none"> • The individual has given his/ her explicit consent to the sharing of his/ her personal data.
<p>Duration and Retention</p>	<p>The Protected Data will be shared for as long as the Cathedral Entities identify that there is a need for the Protected Data to be shared between them to improve and streamline communications with individuals.</p>
<p>Technical arrangements for data sharing</p>	<p>Protected Data will be shared between the parties using the data security systems which is detailed further in Schedule 1</p>

¹ **Special categories of personal data** include: personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation. **Criminal data** includes: personal data relating to criminal convictions and offences (and related allegations).

<p>Will the Cathedral Entities individually share the Protected Data with any other parties? Provide details of third parties. (excluding processors)²</p>	<p>The Cathedral Entities will only share Protected Data with third parties where such sharing is compliant with data protection law.</p>
<p>Will the parties act as joint controllers?³</p>	<p>Yes</p> <p>The provisions of Schedule 2 will apply</p> <p><i>(Advice which the Cathedral Entities received from Bates Wells dated 13 November 2020 concludes that the Cathedral Entities are likely to be joint controllers. This should be kept under review)</i></p>
<p>Special Terms</p>	<p>N/A</p>

² The intention here is to understand which other parties will have access to/use of the Protected Data. Processors on behalf of any of the Cathedral Entities (for example IT services provider) should not be included, but any party who acts as a controller (for example, a party who determines why and how the Protected Data will be used) should be included. For more guidance on whether a party acts as a controller or a processor, see the ICO's guidance: <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/key-definitions/controllers-and-processors/>

³ Article 26 GDPR defines joint controllers as two (or more) controllers jointly determining the purposes and means of processing. The GDPR requires joint controllers to have a transparent arrangement, which clearly sets out the parties' respective responsibilities, and the essence of the arrangement should be made available to data subjects (usually in the form of a privacy notice). Joint controllers may also be jointly and severally liable to data subjects, and so it is vital to be specific about each party's responsibilities.

AGREEMENT FORMATION

1. The Data Sharing Agreement consists of:
 - (a) these Data Sharing Particulars (or "**Particulars**");
 - (b) the attached Data Sharing Terms and Conditions (or "**Terms**").
2. To the extent there is any conflict between any term of the Terms (and their schedules), and/or the Particulars, the documents shall be construed in the following order of precedence:
 - (a) the Particulars; and
 - (b) the Terms.otherwise, all other provisions of the Primary Agreement shall continue to apply.
3. Unless otherwise defined in these Particulars, the terms used in the Particulars shall have the meaning given to them in the Terms.

SIGNATURE

**Signed for and on behalf of the Chapter of
Chichester Cathedral**

David Coulthard

_____ (Name)

Duly Authorised Signatory

 _____ (Signature)

Jan 26, 2022 _____ (Date)

**Signed for and on behalf of Chichester
Cathedral Restoration and Development
Trust**

Alison George

_____ (Name)

Duly Authorised Signatory


Alison George (Feb 1, 2022 08:17 GMT) _____ (Signature)

Feb 1, 2022 _____ (Date)

**Signed for and on behalf of Chichester
Cathedral Friends**

Malcolm Gill

_____ (Name)

Duly Authorised Signatory

 _____ (Signature)

Jan 28, 2022 _____ (Date)

**Signed for and on behalf of Chichester
Cathedral Enterprises Limited**

Amy Sim

_____ (Name)

Duly Authorised Signatory

 _____ (Signature)

Feb 11, 2022 _____ (Date)

DATA SHARING TERMS AND CONDITIONS

BETWEEN

- (1) Chapter of Chichester Cathedral, an ecclesiastical charity with Ecclesiastical Charity Registration Number X6489 ("**Cathedral**");
- (2) Chichester Cathedral Restoration and Development Trust, a Charitable Incorporated Organisation with registered number 1156729 and registered office at the Royal Chantry, Cathedral Cloisters, Canon Lane, Chichester, PO19 1PX ("**Trust**");
- (3) Chichester Cathedral Friends, a Charitable Incorporated Organisation with registered number 1158498 and registered office at Chichester Cathedral Friends, Cathedral Cloisters, Canon Lane, Chichester, West Sussex, PO19 1PX ("**Friends**");
- (4) Chichester Cathedral Enterprises Limited, company number 01171418 registered office at the Royal Chantry, Cathedral Cloisters, Canon Lane, Chichester, PO19 1PX ("**Enterprises**").

each a "**party**" and together the "**parties**".

BACKGROUND

The parties wish to share the Protected Data for the Purpose, subject to the terms and conditions of this Data Sharing Agreement.

IT IS AGREED as follows:

1. Interpretation

- 1.1 In this Data Sharing Agreement the following words and phrases shall have the following meanings (unless the context otherwise requires).

"Data Privacy Laws" as applicable, (i) the Data Protection Act 2018, (ii) the General Data Protection Regulation EU 2016/679 ("**GDPR**") or UK General Data Protection Regulation (as implemented into law as a result of the UK's exit from the EU), (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003, and (iv) all other applicable laws and regulations relating to the processing of personal data and privacy, including statutory instruments (and any re-enactment or amendment);

"Data Protection Impact Assessment" has the meaning given to it in Article 35 of the GDPR;

"Data Privacy Contact(s)" the Cathedral Data Privacy Contact, the Friends Data Privacy Contact, the Trust Data Privacy Contact, the Charity Data Privacy Contact and/or the Enterprises Data Privacy Contact;

"Data Security Breach" a breach or breaches of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Protected Data;

"Data Subject(s)"	the individuals whose personal data is shared between the parties under this Data Sharing Agreement;
"Data Subject Request"	an actual or purported request, notice or complaint made by, or on behalf of, a Data Subject in accordance with the exercise of rights granted pursuant to the Data Privacy Laws in relation to the Data Subject's Protected Data;
"Disclosing Party"	a party to this Data Sharing Agreement which is disclosing Protected Data to another party to this Data Sharing Agreement;
"Joint Controller"	where two or more controllers jointly determine the purpose and means of processing;
"Cathedral Data Privacy Contact"	shall be the person named in the Particulars, as updated by Cathedral from time to time in accordance with clause 12;
"Enterprises Data Privacy Contact"	shall be the person named in the Particulars as updated by Enterprises in accordance with clause 12;
"Friends Data Privacy Contact"	shall be the person named in the Particulars, as updated by Friends from time to time in accordance with clause 12;
"Trust Data Privacy Contact"	shall be the person named in the Particulars as updated by Trust from time to time in accordance with clause 12;
"Protected Data"	the personal data to be processed by the parties in relation to this Data Sharing Agreement;
"Purpose"	shall have the meaning set out in the Particulars; and
"Receiving Party"	a party to this Data Sharing Agreement which is receiving Protected Data from another party to this Data Sharing Agreement.

1.2 The terms "**controller**", "**processor**", "**personal data**" and "**processing**" shall have the meanings given to them in the UK GDPR (or any law which amends, replaces or re-enacts the GDPR).

2. **The roles of the parties and compliance with laws**

2.1 The parties are each entering into this Data Sharing Agreement in consideration for the other parties complying with their respective obligations under this Data Sharing Agreement.

2.2 The parties acknowledge and understand that each party will act as a controller with respect to the Protected Data. Since the parties act as joint controllers (as set out in the Particulars), the additional terms in Schedule 2 will apply.

2.3 Each party will comply with its respective obligations under the Data Privacy Laws.

2.4 Each party shall use reasonable endeavours to ensure that it does not act or omit to act in a way as to cause the other party to breach any of its obligations under Data Privacy Laws.

3. **Sharing Protected Data**

3.1 The parties acknowledge that any party may share Protected Personal Data with another in connection with the Purpose. To the extent that the parties share Protected Data, each party agrees as follows:

- (a) each party will implement appropriate technical and organisational measures to safeguard Protected Data against any Data Security Breach. Such measures shall be proportionate to the harm which might result from any such Data Security Breach (and having regard to the nature of the Protected Data in question);
- (b) in addition to clause 3.1(a), each party will implement the specific security measures set out in Schedule 1;
- (c) the Receiving Party will only process Protected Data in accordance with this Data Sharing Agreement, except with the prior agreement of the Disclosing Party;
- (d) each party will promptly notify the relevant other party (within at least four (4) working days) if it receives a complaint or request relating to that party's obligations under the Data Privacy Laws (other than a Data Subject Request, which is addressed in clause 4);
- (e) on receipt of notice under clause 3.1(d), to provide the other party with full co-operation and assistance in relation to any such complaint or request.

3.2 For the avoidance of doubt nothing in this clause 3 shall prevent a party from processing Protected Data where reasonably necessary to establish, exercise or defend its legal rights or those of a third party or in order to comply with any legal obligation imposed on that party.

4. **Data Subject Requests**

4.1 Each party will ensure that it protects the rights of Data Subjects under the Data Privacy Laws and agrees to promptly notify the other parties in writing (within at least four (4) working days) if it receives a Data Subject Request.

4.2 Each party agrees that, subject to clause 4.3, the Data Subject Request will be dealt with by the party in receipt of the Data Subject Request, and that the other party or parties will provide all reasonable co-operation and assistance in relation to any Data Subject Request to enable the party in receipt of the Data Subject Request to comply with a Data Subject Request within the relevant timescale set out in the Data Privacy Laws.

4.3 Where any party receives a Data Subject Request which it is more appropriate for another party to respond to, the party in receipt of the Data Subject Request will refer the Data Subject Request to the other party as soon as possible and the other party will be responsible for responding to the Data Subject Request. Each party in receipt of a Data Subject Request will ensure it responds to any such Data Subject Request adequately and in accordance with the Data Privacy Laws.

5. **Notification of a Data Security Breach**

5.1 Each party shall notify the other parties without undue delay after becoming aware of any Data Security Breach and in any event no later than three business days after becoming aware of the Data Security Breach.

5.2 Notice under clause 5.1 will (as far as reasonably possible) include a full description of:

- (a) the nature of the Data Security Breach including details of the Protected Data and Data Subjects affected;
- (b) the likely consequences of the Data Security Breach; and
- (c) the measures taken or proposed to be taken by the affected party to address the Data Security Breach, including, where appropriate, measures to mitigate its possible adverse effects.

5.3 The party affected by the Data Security Breach will update the other parties as reasonably necessary as its investigation of the Data Security Breach progresses.

5.4 Each party shall provide reasonable assistance to the other parties in the event that any of the other parties is required to notify a data protection authority, other regulator or affected Data Subjects.

6. **International data transfers**

6.1 No party may transfer Protected Data to any country outside the European Economic Area ("**EEA**") or the UK unless that party ensures that (as required to comply with the Data Privacy Laws):

- (a) the transfer is to a country approved by the UK Government or the European Commission as providing adequate protection ("**Adequacy Decision**");
- (b) there are appropriate safeguards in place as required by applicable Data Privacy Laws; or
- (c) it can rely on a derogation from the relevant obligations under Data Privacy Laws.

7. **Direct marketing**

7.1 If the parties process Protected Data for the purposes of direct marketing, the parties will work together to ensure that:

- (a) the appropriate level of necessary consent has been obtained from the relevant Data Subjects to allow the Protected Data to be used for the purposes of direct marketing in compliance with the Data Privacy Laws (which may include ensuring that any such consent names all parties relying on the consent); and
- (b) effective procedures are in place to allow relevant Data Subjects to 'opt-out' from having their Protected Data used for such direct marketing purposes.

7.2 Where the parties engage in any joint direct marketing initiatives, no promotional materials or communications shall be sent to Data Subjects without being approved in advance by all parties.

8. **Termination**

8.1 If one of the parties breaches this Data Sharing Agreement, all of the parties shall, where possible, co-operate and try to resolve the issue.

8.2 However, if one party (“**the Breaching Party**”) commits a repeated or material breach of this Data Sharing Agreement, then the remaining parties (acting jointly) may restrict the Breaching Party from accessing or using the Protected Data. In the event that:

- (a) the Breaching Party’s access to the Shared Data has been suspended for longer than one month pursuant to Clause 8.1;
- (b) the Breaching Party is in material or persistent breach of any warranties or undertakings given by it under this agreement; or
- (c) a petition is presented for the administration or winding up of the Breaching Party, which is not dismissed within the applicable period for such dismissal under the applicable law; a winding up order is made; or a receiver is appointed over any of its assets;

then the other parties (acting jointly), without prejudice to any other rights which they may have, shall be entitled to terminate this agreement with immediate effect.

9. **Retention and deletion of Protected Data**

9.1 Subject to clause 9.4, each party agrees to retain the Protected Data only for as long as necessary for the Purpose and each party will retain and securely delete the Protected Data in accordance with the time periods set out in the Particulars.

9.2 In the event of termination of this Data Sharing Agreement for any reason, the parties will, subject to clause 9.3, cease sharing Protected Data and promptly in good faith discuss a process for retaining and/ or, where appropriate, securely deleting Protected Data or amending the access rights which different entities have to the Protected Data.

9.3 The obligation under clause 9.2 to cease sharing Protected Data shall not apply where it is necessary for the parties to continue sharing Protected Data to achieve the Purpose.

9.4 Nothing in this clause 9 will prevent a party from retaining and processing Protected Data in accordance with any statutory retention periods applicable to that party.

10. **Relevant Authorities and Enforcement/ Court Action**

10.1 Where one party interacts with any relevant data protection authority (whether proactively, for example to review a Data Protection Impact Assessment or reactively, for example, in response to an inquiry from the authority), the other parties will provide such information and assistance as is reasonably required to assist in such interactions.

10.2 In the event that any enforcement action is brought by the Information Commissioner’s Office or any other EU data protection authority or in the event of a claim brought by a Data Subject against any party in both instances relating to the processing of Protected Data, the parties will promptly inform the other parties about any such action or claim and will co-operate in good faith with a view to resolving it in a timely fashion. Since the parties are acting as joint controllers, the provisions in Schedule 2 will apply.

11. **Changes to the Data Privacy Laws**

If during the term of this Data Sharing Agreement the Data Privacy Laws change in a way that results in this Agreement being no longer adequate or appropriate for compliance with the Data Privacy Laws, the parties agree that they shall negotiate in good faith to review this Agreement in light of the current Data Privacy Laws and amend, terminate and/ or replace this Data Sharing Agreement as appropriate.

12. **Data Privacy Contacts**

12.1 Each party will appoint a Data Privacy Contact in relation to the sharing of Protected Data under this Data Sharing Agreement. The Data Privacy Contact must be an individual associated with the respective organisation with sufficient authority and knowledge of the Data Privacy Laws so as to be able to take decisions on behalf of that party in relation to this Data Sharing Agreement.

12.2 The first Data Privacy Contacts will be those set out in the Particulars. Any party may update its Data Privacy Contact by written notice to the other parties.

12.3 Any notice to be provided under this Data Sharing Agreement is to be provided in writing to the relevant Data Privacy Contact.

13. **Review**

13.1 The parties (led by the Data Privacy Contacts) will regularly review (at least annually):

- (a) whether sharing the Protected Data continues to be necessary for the Purpose;
- (b) whether the Particulars or Terms need to be updated (for example, the lawful basis);
and
- (c) whether this Data Sharing Agreement needs to be updated in line with any change in the Data Privacy Laws.

Schedule 1 Specific Security Measures

The following specific security measures will apply to the processing of the Protected Data by the parties:

The solution (ThankQ) provides the ability for clients (e.g. System Administrator, Manager, End User etc.) to:

- Track a supporter's consent to be contacted
- Track the history of how consent changes over time
- Track the source of the information
- Ensure that contacts included in outgoing communications have the required consent
- Manage the expiry and re-confirmation of consent
- Handle unsubscribes from bulk email campaigns
- Includes a suite of reports to monitor trends and to identify contacts for who users need to re-ask consent
- Ensure that contacts who have subscribed to the Fundraising Preference Service will not be contacted
- An advanced licence is also available which will enable users to:
 - Identify inactive contacts and remove them
 - Automate the collection of consent based on group membership

Each time users create a communication or a mailing they will be asked for the purpose. The purpose is simply the reason that they are getting in touch.

Until users have set up their consent structure, select a purpose of 'None'. This will bypass the new functionality and continue to function as previously, ignoring consent and applying the usual mailing blocks and mailing preferences.

Purposes form the backbone of the new functionality and put simply, are the reason that they are getting in touch.

A purpose is required for each correspondence. It could be broad (e.g. 'Fundraising') or it could be granular (e.g. 'News', 'Appeals', 'Challenge Events', 'Corporate Events', etc.). The approach will depend upon how targeted the communications are to be.

People will have multiple purposes as in the table below which clearly identify what a contact wishes to receive and how they want to receive it:

Purpose	Method			
	Mail	Phone	E-mail	SMS
Appeals	Given	Denied	Denied	Not Requested
Events	Given	Given	Denied	Not Requested
Admin	Given	Given	Denied	Not Requested

This mechanism enables thankQ to store:

- What they want to receive – the purposes which they have agreed to
- How they want to receive it – a choice of mail, phone, email and SMS
- Where the information came from – a source must be included to evidence how the information was supplied
- When the agreement was made

Mailing Preferences (different to Purposes) have been in ThankQ for a long time and can be used to record that:

- a contact does not want to receive a particular type of communications
- it should be directed to a particular address
- it should be directed to multiple people

These cannot be used to store consent because they are not opt-in.

We are considering removing the ability to add a Do Not Mail preference in the long term as this overlaps with purposes. Mailing preferences would continue to be used for specifying alternate addresses.

ThankQ also possess a team security functionality, enabling admin users to control who can view and interact with particular records within the system. It is a means of splitting up the data within an organisation so that users can only access data which is applicable to them. For example, a University may wish to segregate their data by the college.

Once the teams have been created, the user will then be able to start using the team security functionality, which appears across several areas within the system. This is a function which could be explored for future or new users.

Schedule 2 - Joint Controller Terms

Part 1 - Essence of the Arrangement

1. All Parties have produced a joint privacy notice, which will be provided to the relevant Data Subject which sets out:
 - (a) the roles and responsibilities of each of the Cathedral Entities, as joint controllers;
 - (b) how the Data Subject can exercise his or her rights; and
2. The Disclosing Party will ensure that the relevant Data Subjects are notified of any changes to (i) the roles and responsibilities of the parties; and/or (ii) the point(s) of contact.

Part 2 - Claims and Liability

1. If a Data Subject makes a claim for compensation under the Data Privacy Laws against one party (but not the other parties) for damage suffered as a result of processing his or her Protected Data for the Purpose (a "**Claim**"):
 - (a) the party in receipt of the Claim (the "**Affected Party**") will promptly notify the other parties of the Claim;
 - (b) the Affected Party will keep the other parties fully informed of the progress of, and all material developments in relation to, the Claim;
 - (c) the other parties will provide the Affected Party with full co-operation and assistance in handling the Claim; and
 - (d) the Affected Party will have sole discretion over conduct of the Claim, but will use reasonable endeavours to consult with the other parties prior to agreeing any compromise or settlement, or making any admission of liability.
2. If the Claim is successful and results in an award of compensation against the Affected Party, the parties agree that responsibility for the compensation awarded under the Claim shall be apportioned between the parties to such an extent as is just and equitable having regard to each party's share in the responsibility for the cause which gave rise to the Claim.
3. If the Affected Party agrees to a compromise or settles a Claim, the parties agree that responsibility for the compensation awarded shall be apportioned between the parties to such an extent as is just and equitable having regard to each party's share in the responsibility for the cause which gave rise to the Claim provided that the Affected Party consulted with the other party prior to the agreement of any such compromise or settlement.

Schedule 3

Legitimate Interests Assessment

Sharing Personal Data between the Cathedral⁴, the Trust⁵, Friends⁶ and Enterprises⁷ via the new CRM system application, thankQ

Dated: 18 December 2020

This LIA has been completed on behalf of each of the following entities which are referred to in this LIA as the Cathedral Entities:

- (a) the Cathedral Chapter (“Cathedral”),
- (b) Chichester Cathedral Restoration and Development Trust (“Trust”)
- (c) Chichester Cathedral Friends (“Friends”); and
- (d) Chichester Cathedral Enterprises (“Enterprises”)

Purpose

Why do you want to process the data?

We wish to share and access contact details and other personal data via thankQ to improve the way the Cathedral Entities communicate and interact with worshippers, volunteers, financial supporters, donors, Friends and the general public with whom we communicate to support the charitable and other objectives of the Cathedral Entities.

What benefit do you expect to get from the processing?

thankQ will allow us, acting with the other Cathedral Entities, to rationalise the many separate records which have been acquired over time by each of the Cathedral Entities relating to worshippers, volunteers, donors, Friends and others.

The processing that takes place via thankQ will allow us to engage with individuals connected with the Cathedral in a more streamlined way. It will allow us to consolidate our records and reduce duplication in our communications with donors, volunteers, supporters and others.

Do any third parties benefit from the processing?

Yes, our sharing and processing of personal data via thankQ means that each of the Cathedral Entities benefits from the sharing of records. Also individuals whose records will be stored on thankQ will benefit from the Cathedral Entities working together to ensure that communications with them are more organised and streamlined.

Are there any wider public benefits to the processing?

⁴ The Cathedral Chapter

⁵ Chichester Cathedral Restoration and Development Trust

⁶ Chichester Cathedral Friends

⁷ Chichester Cathedral Enterprises Limited

Those who benefit from the religious and community support offered by the Cathedral will benefit from receiving clearer and more co-ordinated communications from the Cathedral and the organisations which support its work.

How important are the benefits that you have identified?

The benefits are important to those who benefit from the charitable work of the Cathedral. By bringing these records together, the Cathedral will be able to improve significantly the way it communicates and interacts with its worshippers, volunteers, financial supporters and donors, its Friends and the general public with whom it comes into contact in many ways. Clear communications are important to help engagement with the Cathedral, particularly with those who engage with the Cathedral in many different ways, for instance donors who are also volunteers.

What would the impact be if you couldn't go ahead with the processing?

If thankQ and the exchange of personal data could not go ahead as proposed, we would continue with a system which doesn't properly reflect the overlap between the activities of the Cathedral Entities. We would be required to continue to work in a less co-ordinated way and there would continue to be overlap and duplication in how the Cathedral Entities communicate with their contacts.

Are you complying with any specific data protection rules that apply to your processing (eg profiling requirements, or e-privacy legislation)?

We have taken steps to ensure that any direct marketing communications which we send to contacts complies with applicable e-privacy legislation such as the Privacy and Electronic Communications Regulations 2003.

Are you complying with other relevant laws, industry guidelines or codes of practice?

Yes, as far as we are aware.

Are there any other ethical issues with the processing?

We do not believe that the processing raises ethical issues.

Necessity

Will this processing actually help you achieve your purpose?

Yes, since the processing of personal data via thankQ will assist us with our objective of rationalising the many separate records relating to individuals that have been acquired over many years by each of the Cathedral Entities and improving the way that we communicate and interact with our contacts.

Is the processing proportionate to that purpose?

Yes, in our view the processing that we are proposing is proportionate to the aims of the thankQ project. We are sharing via thankQ only personal data that needs to be shared between the Cathedral Entities to create a single contact point for each individual. We

are not sharing personal data relating to other individuals such as employees of any of the Cathedral Entities.

Can you achieve the same purpose without the processing?

No. We have identified the need for a new CRM system to allow us to create a single record for each person with whom the Cathedral Entities have a contact relationship (excluding employees). This purpose cannot be achieved if we continue to process and manage personal data separately via separate spreadsheets and other storage tools.

Can you achieve the same purpose by processing less data, or by processing the data in another more obvious or less intrusive way?

We plan to update our privacy notice to make clear to individuals whose personal data we process that their personal data will be shared with the other Cathedral Entities so this will make the processing more obvious to those individuals. We do not believe that the processing is intrusive, in part because most people whose personal data we are processing regard each of the Cathedral Entities as part of the same entity and would not regard as intrusive the sharing of personal data between, for instance the Cathedral and Friends. In our view they would be surprised if we were not sharing their personal data between the Cathedral Entities in this way.

Balancing Test

Nature of the Personal Data

Is it special category data or criminal offence data?

It is not criminal offence data but may include personal data about individuals' religion, although our use of thankQ will not involve processing personal data that expressly identifies an individual's religion.

Is it data which people are likely to consider particularly 'private'?

We do not believe that the sharing will involve personal data that people regard as private.

Are you processing children's data or data relating to other vulnerable people?

We do not expect to collect and process personal data relating to children or vulnerable people.

Is the data about people in their personal or professional capacity?

Yes, in both a personal and professional capacity.

Reasonable expectations

Do you have an existing relationship with the individuals?

Yes we do.

What's the nature of the relationship and how have you used data in the past?

The individuals whose personal data we will process via thankQ have been in contact with us as a volunteer, donor, supporter, worshipper, customer or Friend.

Did you collect the data directly from the individual? What did you tell them at the time?

Yes we collected the personal data directly from the individuals concerned and we provided our privacy notice to them. Our privacy notice has been updated to refer to the fact that we may share personal data with the other Cathedral Entities.

If you obtained the data from a third party, what did they tell the individuals about reuse by third parties for other purposes and does this cover you?

N/A.

How long ago did you collect the data?

Data shared via thankQ was collected over a lengthy period. Sharing of personal data by thankQ is expected to commence in September 2020.

Are there any changes in technology or context since then that would affect expectations?

N/A.

Is your intended purpose and method widely understood?

Yes.

Are you intending to do anything new or innovative?

No.

Do you have any evidence about expectations – eg from market research, focus groups or other forms of consultation?

Various internal stakeholder groups (Cathedral Council, Community Committee, Chapter, Trustees of each) have been consulted about thankQ. Progress reports have been given to each of these groups. We have also updated our Cathedral Community (volunteers, worshippers, stakeholders) about the project.

Are there any other factors in the particular circumstances that mean they would or would not expect the processing?

In our view the close association between us and the other Cathedral Entities means that for many individuals whose personal data is processed via thankQ, they will not think of the Cathedral Entities as separate entities and therefore would fully expect their personal data to be shared in the way that we envisage via thankQ.

Likely Impact

What are the possible impacts of the processing on people?

We do not expect the processing of personal data via thankQ to have a significant impact on people except to result in more streamlined communications from the Cathedral Entities.

Will individuals lose any control over the use of their personal data?

Individuals' personal data will be shared with other Cathedral Entities, but individuals will not, in our view, lose control of their personal data. They will still be free to exercise their rights under data protection law against any of the Cathedral Entities.

What is the likelihood and severity of any potential impact?

We do not expect the processing to have a significant impact on people.

Are some people likely to object to the processing or find it intrusive?

We do not expect so.

Would you be happy to explain the processing to individuals?

Yes. We will do in our updated privacy notice.

Can you adopt any safeguards to minimise the impact?

We will take steps to ensure that only the minimum amount of personal data is added to thankQ. In other words we will not add personal data to the CRM which it is not necessary to share with the other Cathedral Entities.

Can you offer individuals an opt-out? YES or NO

We could offer individuals an opportunity to opt out of having their personal data shared with the other Cathedral Entities. However, we do not propose to offer this as opting out could significantly reduce our ability to streamline our communications to individuals resulting in individuals not benefitting from the improvements introduced by thankQ.

END