



GPA

Global Privacy Assembly

Global Frameworks and Standards Working Group

Annual report annex 1

Comparative tables – Contractual Clauses for transfers
from Controllers to Controllers

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Comparative tables – Contractual Clauses for transfers from Controllers to Controllers

ANNEX 1

COMPARATIVE TABLES OF REQUIREMENTS FOR THE USE OF MODEL CONTRACTUAL CLAUSES IN THE ASEAN, MODEL CONTRACTUAL CLAUSES OF THE COUNCIL OF EUROPE, STANDARD CONTRACTUAL CLAUSES IN THE EU, MODEL CONTRACTUAL CLAUSES IN THE RIPD, MODEL CONTRACT OF INTERNATIONAL DATA TRANSFERS IN ARGENTINA, MODEL CONTRACTUAL CLAUSES IN NEW ZEALAND AND INTERNATIONAL DATA TRANSFER AGREEMENTS IN THE UK IN THE CONTEXT OF CONTROLLER-TO-CONTROLLER DATA TRANSFERS

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Introduction

This document lays down the requirements of the following seven sets of contractual clauses for transfers of personal data between controllers:

- [Model Contractual Clauses of the Association of Southeast Asian Nations](#) (hereinafter “ASEAN MCCs”),
- [Model Contractual Clauses of the Council of Europe](#) (hereinafter “CoE MCCs”),
- [Standard Contractual Clauses of the European Commission](#) (hereinafter “EU SCCs”),
- [Model Contractual Clauses of the Ibero-American Data Protection Network](#) (hereinafter “RIPD MCCs”),
- [Model Contract of International Data Transfer of the Agency for the Access to Public Information of Argentina](#) (hereinafter “AR Clauses”),
- [Model Contractual Clauses of the Office of the Privacy Commissioner of New Zealand](#) (hereinafter “NZ MCCs”),
- [International Data Transfer Agreements of the Information Commissioner’s Office in the United Kingdom](#) (hereinafter “UK IDTA”).

This document does not claim to be a comprehensive analysis of all obligations of ASEAN MCCs, CoE MCCs, EU SCCs, RIPD MCCs, AR Clauses, NZ MCCs, and UK IDTA, nor the only way to map these Clauses and should not be taken as legal advice, nor as reflecting the official position of any organization that participated in its development.

Background:

In the context of the work of the GPA Working Group on Global Frameworks and Standards (GFS WG), and in line with the GFS WG Annual Report adopted in 2021, this document is elaborated as part of the comparative analysis work on transfer mechanisms to identify any gaps and commonalities in this respect.

In 2022, the GFS WG has focused its work on the elaboration of a Literature Review on cross border transfers as well as a report which identified the main themes of this review and gaps in the comparative analysis that have been conducted by other bodies on transfer mechanisms that could benefit from further work by the GPA.

This report highlighted the development of a number of transfer tools and mechanisms across the world and the need to better understand the commonalities and differences between these instruments. Among these tools and mechanisms, standard or model contractual clauses have been identified as the most prominent as they are currently available in several regions and countries members of the GPA. Thus, the GFS WG has worked on the comparison of the different sets of contractual clauses for Controller-to-Controller data transfers listed above.

Purpose and structure:

The goal of this document is to serve as an informal comparative tool for organizations using contractual clauses for controller-to-controller data transfers of the countries and regional organisations mentioned hereinabove. It thereby facilitates the design and the use of contractual clauses compliant with each of the systems. This document does not aim at achieving mutual recognition of the seven systems.

It is structured as follow: for each principle or requirement identified within the Clauses, it lists in a table the related elements contained in each set of Clauses.

These comparative tables only cover the content of the Clauses themselves. Therefore, they do not provide for the exhaustive list of obligations applicable to the Parties. The greyed-out boxes indicate only the absence of provisions within the Clauses themselves. Additional obligations may be provided for by other elements of the national or regional legal framework, and in particular by the respective data protection laws.

Comparative tables – Contractual Clauses for transfers from Controllers to Controllers

1. Structure of the Contractual Clauses and general aspects

	ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
Approach and scenarios covered	Two distinct sets S1: Controller-to-Processor S2: Controller-to-Controller	Approach by modules ¹ : M1 = Controller-to-Controller M2 = Controller-to-Processor	Approach by modules, with M1 = Controller-to-Controller M2 = Controller-to-Processor M3 = Processor-to-Processor M4 = Processor-to-Controller	Two distinct sets S1: Controller-to-Controller S2: Controller-to-Processor	Two distinct sets S1: Controller-to-Controller S2: Controller-to-Processor	A unique set with no distinction between Controller-to-Controller and Controller-to-Processor scenarios.	No modules. All transfers are covered by a single version of the IDTA.
Purpose	Voluntary standard designed to provide guidance on baseline considerations for transferring personal data.	Appropriate level of protection as guaranteed by Convention 108+ in cases where personal data are sent outside of its territorial scope of application (14 STE 108 ⁺). To be incorporated into legal system of Convention 108/108+ contracting Parties.	Appropriate Safeguards for the purpose of demonstrating compliance with Article 46 GDPR	Compliance with the requirements for the international transfer of personal data set by the applicable law	Appropriate safeguards equivalent to the ones conferred by the Law n°25.326.	Appropriate safeguards to meet the requirements of Information Privacy Principle 12.	Appropriate safeguards for compliance with UK GDPR
Parties	The Parties are <ul style="list-style-type: none"> the Data Exporter ('Exporter'); and Data Importer' ('Importer'). 	The Parties are <ul style="list-style-type: none"> the Data Exporter ('Exporter'); and the Data Importer ('Importer'). 	The Parties are <ul style="list-style-type: none"> the Exporter; and the Importer <p><i>Optional: It is possible to add additional parties</i> Clause 7</p>	The Parties are <ul style="list-style-type: none"> the Data Exporter ('Exporter'); and the Data Importer ('Importer'). <p>Additional Parties can be added.</p>	The Parties are: <ul style="list-style-type: none"> Exporter Importer 	The Parties are <ul style="list-style-type: none"> the Discloser ('Exporter'); and the Recipient ('Importer'). 	The Parties are <ul style="list-style-type: none"> the Exporter; and the Importer <p>The IDTA can operate as a multi-party agreement with the designation of Lead Party/Parties.</p>

¹ As of 29th February, the Council of Europe has only adopted the modules for Controller-to-Controller and Controller-to-Processor transfers of personal data. These sets of clauses are to be complemented by one additional module.

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		<i>Optional: It is possible to add additional parties</i> Clause 6	Clause 5			
Scope of the Clauses	Additional Terms for Individual Remedies are forming part of the contract.	The Clauses, together with their Annexes, form an integral part of this tool.	The Appendix is integral part of the Agreement.	Annexes are formal part of the Agreement	Annex A is formal part of the agreement.	Security Requirements (and Extra Protection Clauses) are formal parts of the IDTA
	Transfers are detailed in Appendix A.	Transfers are detailed in Annex I, including categories of data and purposes	Transfers are detailed in Annex I.B, including categories of data and purposes	Transfers are detailed in Annex B, including categories of data and purposes	Transfers are detailed in this Annex (Clause 2).	
		The Clauses are not adapted to transfers to international organisations.	Clause 6	Clause 4		
			The SCCs do not apply to transfers to an importer whose processing is subject to the GDPR.			
			The SCCs are not adapted to transfers to international organisations.			

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2. Effect and (in)variability of the Clauses

ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
<p>Clauses which are marked [Optional Clause] can be included if relevant to or useful for the purposes of the commercial transaction.</p> <p>For clauses marked out with [Choose the relevant clause], parties may choose the clause that is most relevant to the domestic laws in which parties reside, or fill in the appropriate requirements under domestic laws.</p> <p>Parties may by written agreement adopt or modify the clauses where consistent with principles of ASEAN Framework on Personal Data Protection or as required by Applicable Law.</p>	<p>No modification except:</p> <ul style="list-style-type: none"> • Selection of an option where it is provided for; • Add/update of information in the Annexes. <p>This does not prevent the Parties from including these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses, or the Applicable law, or prejudice the human rights and fundamental freedoms of Data subjects recognised in the Convention.</p> <p>Clause 3.1</p>	<p>No modification except:</p> <ul style="list-style-type: none"> • Selection of modules where it is provided for; • Add/update of information in Appendix. <p>This does not prevent the Parties from including these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, the Clauses or prejudice the human rights and fundamental freedoms of individuals.</p> <p>Clause 2</p>	<p>No modification except that alter the essence of the original model: Completion of Tabs and Annexes, and addition of definitions.</p> <p>Clause 2.1</p>	<p>Parties can add details and characteristics of the transfers in new annexes after signing the clauses.</p> <p>Clause 2</p> <p>The Parties warrant that they will not modify the contract in a way that would reduce the level of protection and guarantees afforded to the data subject and the supervisory authority.</p> <p>Clause 9</p>	<p>Part 1 (Details) is to be filled out by the Parties. Part 2 (General Terms) is the standard legal clauses. The Parties can agree on additions or modifications to it, but any change that undermines the protections provided by the standard version of the document may affect the Exporter’s ability to comply with IPP12.</p> <p>Introduction (p2)</p> <p>No consent from the data subjects is required to amend the Clauses. However, the Exporter and Importer may agree to do so only as long as the amendment either increases the protections provided by this agreement, or ensures that if protections are reduced, they remain at such a level that any transferred data disclosed by the Exporter to the Recipient before the amendment could</p>	<p>The Mandatory Clauses in Part 4 must be included in full and without any modification in every IDTA. The only exceptions are:</p> <ul style="list-style-type: none"> • Cross-referencing • Deletion of parts not appropriate to Parties • Adapt it to multi-party agreement <p>Parties are advised to be cautious when making any of the above changes to the Mandatory Clauses. Changes to the format of Parts One, Two and Three may be made as well as changes to reflect the agreement between the parties. The parties are advised to be cautious when making any changes to Parts One, Two or Three. The restricted transfer may breach UK GDPR if the parties inadvertently reduce the level of protection in the IDTA.</p>

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still be disclosed after the amendment in compliance with the Privacy Act.

Clause 6.2

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3. Third-Party Beneficiaries

ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
<p>Under Clause 1.1 of Additional terms for individual remedies as long as applicable law confers third party beneficiary rights, data subjects can enforce against</p> <p>- Exporter: Clauses 2.1 (obligations except optional clauses)</p> <p>- Importer: Clauses 3.3 (provision of a contact point for data subjects)</p> <p><i>Optional: Parties also have obligation to respond to queries from data subjects</i></p> <p>Clause 4.3</p>	<p>Data subject whose Personal data were transferred under these Clauses shall be entitled to invoke the safeguards and guarantees set out in Section II (data protection safeguards) and III (local laws and obligations in case of access by public authorities) of these Clauses as a Third-party beneficiary with respect to any provisions of these Clauses affording a right, action, claim, benefit or privilege to such Data subject.</p> <p>Clause 7</p>	<p>Data subjects can invoke rights against Exporter/Importer except regarding:</p> <ul style="list-style-type: none"> • Clauses 1, 2, 3, 6 and 7 • Clauses 8.5(e) and 8.9(b) • Clause 12(a), (d) • Clause 13 • Clause 15.1(c), (d), (e) • Clause 16(e) • Clause 18(a), (b) <p>Thus, they can invoke the clauses against the exporter/importer, with the exception of provision that specifically regulate the relationship between the exporter and importer (and therefore do not affect the individual).</p> <p>Clause 3</p>	<p>Data subjects can invoke rights against Exporter/Importer regarding Clauses 5-11 and 14</p> <ul style="list-style-type: none"> • Incorporation clause, • Obligations of the parties (guarantees, rights, redress, liability, supervision, local laws and practices), • Choice of forum and jurisdiction <p>Clause 3</p>	<p>Data subjects can enforce against the Importer the provisions of the Law N°25.326 related to the processing of its personal data, in compliance with the obligations and responsibilities established by the Clauses, especially those relating to the rights to access, rectification, erasure and the other rights granted by articles 13-20 of the Law N°25.326.</p> <p>Clause 5(b)</p>	<p>Data subjects can enforce rights against the Importer regarding Clause 1, 3 and 4:</p> <ul style="list-style-type: none"> • Safeguards that the Importer must put in place • Data Breach • Right to access and to correct <p>Clause 6.2</p>	<p>Data subjects can invoke rights against Exporter/Importer regarding:</p> <ul style="list-style-type: none"> • Sections 1, 3, 8, 9, 11-21, 23, 26-28, 30-31 • Any other provision of the IDTA explicitly or by implication benefiting the Relevant Data Subjects <p>IDTA and linked agreements, provision of all information, the Appropriate Safeguards, review process to ensure the Appropriate Safeguards continue, Exporter’s Obligations, General Importer Obligations, Importer Obligations if subject to UK data protection laws, Importer’s obligations to comply with key data protection laws, case of Importer personal data breach, transferring on the transferred data, Importer’s responsibility if it authorises others to</p>

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perform its obligations, Importer's responsibility if it authorises others to perform its obligations, data subject rights and exercise of these rights (Section 20), third parties access, breach of IDTA and end of IDTA in this case, actions after end

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4. Interpretation

ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
Definitions set in Clause 1.	Definitions set in Clause 2 and document T-PD(2020)06rev3 ,	Definitions: Terms used in GDPR shall have same meaning	Definitions: Set in the Clauses (Clause 1.4) and possibility for Parties to add more	Definitions set in Clause 1 with references to the Law n°25.326.	Definitions: detailed through the Clauses and in the Introduction.	Definitions: Set in the IDTA (Section 36)
Interpretation according to the laws of the national jurisdiction designated in Clause 5.1.	Interpretation of provisions, 7 May 2021.	Interpretation in light of GDPR and no conflict with rights and obligations established in the GDPR.	Interpretation in light of applicable Laws and no conflict with rights and obligations established in applicable Laws.		In this agreement, unless the context requires otherwise:	Interpretation in light of UK Data Protection Laws, if conflicts or doubts, UK Data Protection Laws prevail.
If conflict/inconsistency between clauses and AMS law, law prevails.	Terms used that are defined in the Convention shall have the same meaning, unless they have a specific meaning as set out in Clause 2.	If contradiction between Clauses and related agreements, Clauses prevail.	If contradiction between clauses and applicable laws, law prevails.		<ul style="list-style-type: none"> A reference to any law is a reference to that law as amended, or to any law substituted for that law As far as possible, the provisions of this agreement will be interpreted so as to promote consistency with the Privacy Act. 	(Section 6.1 and Section 6.2)
If conflict between clauses and additional terms, additional terms prevail.	Interpretation in light of the Convention and no conflict with rights and obligations established in the Convention.	Clause 4 and 5	If contradiction between Clauses and related agreements, Clauses prevail.			If contradiction between IDTA and related agreements, IDTA prevails, except if provides greater protection for Relevant Data Subjects or a party acts as a processor and the conflicting requirements are express requirements of Article 28 UK GDPR (Section 6.7).
	If contradiction between Clauses and related agreements, Clauses prevail. Except when the conflicting terms of the related agreements provide greater protection for data subjects.		Clause 2.2 and 2.3		Clause 8.12	
	Clause 4				The Clauses takes priority over all agreements between the Exporter and the Recipient, except as specifically stated otherwise in any Special Terms set out in the Details.	
					Clause 8.2	

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5. Key data protection principles

	ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
Purpose limitation	<p><i>Optional: The Importer must only process the transferred data for the Purposes described in Appendix A</i></p> <p>Clause 3.2</p>	<p>The Importer shall process the data only for the specific purpose(s) set out in Annex 1. Other purposes, only if:</p> <ul style="list-style-type: none"> Necessary to preserve the vital interests of the Data subject; Necessary for the establishment, exercise, or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings in a particular case. <p>Clause 9</p>	<p>The Importer shall process data only for purposes set out in Annex I.B. Other purposes only if:</p> <ul style="list-style-type: none"> Consent of data subject; Necessary for the establishment, exercise, or defence of legal claim in the context of specific administrative, regulatory or judicial proceedings in a particular case; Necessary to preserve the vital interests of a natural person. <p>Clause 8.1.</p>	<p>The Importer shall process data only for purposes set out in Annex II.B. Other purposes only if:</p> <ul style="list-style-type: none"> Consent of data subject; Necessary for the establishment, exercise, or defence of legal claim in the context of specific administrative, regulatory or judicial proceedings in a particular case; Necessary to preserve the vital interests of a natural person. <p>Clause 6.2</p>	<p>The Importer warrants that it processes de data for the purposes described in Annex A.</p> <p>Clause 4(d)</p>	<p>The Importer will not use or disclose transferred data except as permitted in the Part 1 where Permitted uses and disclosures are to be listed.</p> <p>Clause 1.2.</p>	<p>The Importer must only process the transferred data for the Purpose (Section 12.1)</p> <p>The Purposes are defined by the parties in Table 3.</p> <p>The parties may process the transferred data for any other purpose which is compatible with the purpose set out above.</p> <p>Section 12.1 and Table 3</p>
Transparency	<p>Notification of data subject by Exporter, and obtention of consent, regarding the transfer where reasonable and practicable, when no applicable law in accordance to which collection, use and transfer to the Data Importer</p>	<p>The Importer shall proactively inform the Data Subjects, free of charge, either directly or through the Exporter of:</p> <ul style="list-style-type: none"> its identity and the contact details; the legal basis and the purpose(s) of the intended Processing; 	<p>The Importer, directly or through the Exporter, shall inform Data Subject of:</p> <ul style="list-style-type: none"> the identity and contact details of the Importer, the categories of data processed, its right to obtain a copy of the Clauses, 	<p>The Importer must provide Data Subject:</p> <ul style="list-style-type: none"> the details of the Importer, the purposes, the (categories of) recipients <p>It is equivalent if it is the Exporter or another party that does so.</p>	<p>The Exporter shall inform the data subjects that their personal data may be transferred to a third country with a lower level of data protection.</p> <p>Clause 3(a).</p>		<p>The Importer must provide Data Subject:</p> <ul style="list-style-type: none"> the details of the Importer (including contact details and the Importer Data Subject contact), the purposes, any recipients or categories of recipients

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<p>Clause 2.1</p> <p>A contact point for data subjects shall be provided by the Importer</p>	<ul style="list-style-type: none"> • the categories of data processed; • the recipients or categories of recipients, if any; • the means of exercising the rights set out in these Clauses; • any necessary additional information in order to ensure fair and transparent Processing of the Personal data such as the retention period, the logic underlying the Processing (in particular in case of the use of algorithms for automated decision making, including profiling) or information on Onward transfers (including the grounds therefor and the measures taken in order to guarantee an appropriate level of protection); and • the right to obtain a copy of these Clauses. 	<ul style="list-style-type: none"> • if there is an onward transfer, • the recipients or categories of recipients, • the purpose and ground for the transfer. <p>Exemption to provide the information</p> <ul style="list-style-type: none"> • if the Data Subject already has the information; • if this proves to be impossible or involves disproportionate efforts. <p>Clause 6.3</p> <p>Exemption to provide the information</p> <ul style="list-style-type: none"> • if the Data Subject already has the information; • if this proves to be impossible or involves disproportionate efforts. <p>In this latter case, the Importer shall make the information publicly available, to the extent possible.</p> <p>Clause 8.2</p>	<p>Exemption to provide the information</p> <ul style="list-style-type: none"> • if the Data Subject already has the information; • if this proves to be impossible or involves disproportionate efforts. <p>Clause 6.3</p>	<p>It is equivalent if it is the Exporter or another party that does so.</p> <p>Exemption if impossible or disproportionate effort, in which case, the Importer must make the information publicly available</p> <p>Section 19.2</p>
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- Exemption to provide the information
- if the Data Subject already has the information;
 - if the data is not collected from the data subjects;
 - if the processing is expressly prescribed by law; or
 - if this proves to be impossible or involves disproportionate efforts.

In this latter case, the Importer shall make the information publicly available, to the extent possible.

Clause 10

Accuracy and data minimisation

Optional: Personal data is accurate and complete, to the extent necessary for the purposes of transfer under the contract.
Clause 2.2

Each Party shall ensure that the Personal data is accurate and, where necessary, kept up to date. The Importer shall ensure that the data is adequate, relevant and not excessive in relation to the Purposes of the processing.

The Importer shall take every reasonable step to ensure that data that is

Each Party shall ensure that the Personal data is accurate and, where necessary, kept up to date. They must inform each other without delay in case they become aware of inaccuracies in the transferred data.

The Importer shall ensure that the data is adequate, relevant and

Each Party shall ensure that the Personal data is accurate and, where necessary, kept up to date. They must inform each other without delay in case they become aware of inaccuracies in the transferred data.

The Importer shall ensure that the data is adequate, relevant and

The Importer must only collect transferred information as reasonably necessary for lawful purposes connected with its functions or activities.

Clause 1.1

The Importer will take reasonable steps to ensure that the Transferred data is

Importer must ensure that

- the transferred data is adequate, relevant and limited to what is necessary for the Purpose (Section 14.2.1)
- the transferred data is accurate and (where necessary) kept up to date, and (where appropriate considering the

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	<p>inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.</p> <p>Clause 11</p>	<p>not excessive in relation to the Purposes of the processing.</p> <p>The Importer shall take every reasonable step to ensure that data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.</p> <p>Clause 8.3.</p>	<p>not excessive in relation to the Purposes of the processing.</p> <p>The Importer shall take every reasonable step to ensure that data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.</p> <p>Clause 6.4</p>		<p>accurate, up to date, complete, relevant and not misleading before using it.</p> <p>Clause 1.4</p>	<p>Purposes) correct or delete any inaccurate Transferred Data it becomes aware of Without Undue Delay (Section 14.2.2)</p>	
Storage limitation	<p><i>Optional: Importer will return personal data or dispose such data in a manner approved by Exporter, upon termination of contract or completion of processing. Importer agrees to confirm in writing with Exporter once action has been taken to cease to retain such personal data.</i></p> <p>Clause 3.6</p>	<p>The Importer shall retain the Personal data for no longer than necessary for the purpose(s) for which it is processed.</p> <p>It shall put in place appropriate technical and organisational measures (e.g. erasure or anonymisation).</p> <p>Clause 12</p>	<p>The Importer shall retain the data for no longer than necessary for purpose for which data is processed</p> <p>It shall put in place appropriate technical and organisational measures (e.g. anonymisation or erasure).</p> <p>Clause 8.4.</p>	<p>The Importer shall retain the data for no longer than necessary for purpose</p> <p>It shall put in place appropriate technical and organisational measures (e.g. anonymisation or erasure).</p> <p>Clause 6.5</p>	<p>Destruction or return of the data to the Exporter (depending on what is agreed by the Parties in Annex A) in the event of</p> <ul style="list-style-type: none"> • the end of the contract; • the impossibility to comply with Law n°25.326; • the purpose for which the data had been transferred ceases to exist. <p>Clause 4(k)</p>	<p>Destruction or deletion by the Importer promptly and securely:</p> <ul style="list-style-type: none"> • once it is no longer reasonably required by the Importer for any permitted use; or • as required by any “deletion event/date” specified in the Part 1 (Details). <p>The Importer will promptly notify the Exporter when it has deleted the transferred data.</p> <p>Clause 1.5</p>	<p>Importer must ensure that ensure that it Processes the Transferred Data for no longer than is reasonably necessary for the Purpose (Section 14.2.3)</p>

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Sensitive data	<p>Special categories of data are: genetic data, personal data relating to offences, criminal proceedings and convictions or related security measures, biometric data processed for the purpose of uniquely identifying a person, or personal data for the information they reveal relating to racial or ethnic origin, political opinions, trade-union membership, religious or other beliefs, health or sexual life.</p> <p>Clause 2</p> <p>The Importer shall apply additional safeguards that guard against and are adapted to the risks that the Processing of such data may present for the interests, rights and fundamental freedoms of the Data subject, notably the risk of discrimination.</p> <p>Clause 14</p>	<p>Sensitive data are data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for identification of a uniquely identifying person, data concerning health or sex life, or sexual orientation, or relating to criminal convictions/offences</p> <p>The Importer must apply specific restrictions and/or additional safeguards adapted to the specific nature of the data and the risks involved (e.g. additional security measures such as pseudonymisation or additional restrictions of the personnel permitted to access the data).</p> <p>Clause 8.6</p>	<p>Sensitive personal data are those who refer to the intimate sphere of the data subjects, or which undue use can lead to a discrimination or pose a serious risk for it.</p> <p>A declarative list is included in the definitions: data that can reveal aspects like racial or ethnic origin; religious, philosophical or moral beliefs; or trade union membership; political opinions; data concerning health or life; sexual orientation or preferences; or genetic data, or biometric data for identification of a uniquely identifying person.</p> <p>Special attention to children’s data in line with Convention on Children’s rights.</p> <p>Specific restrictions and additional safeguards to be set. For Set 2, to be detailed in Annex C.</p>	<p>Sensitive Data are exemplified as information that relates to racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation or sex life, criminal convictions or offences, or an individual’s genetic, biometric or health data.</p> <p>If the transferred data contains such data, the Parties may want to consider whether the Importer should be required to apply additional precautions to protect these data (to be listed in the dedicated table in Part 1).</p> <p>The Importer acknowledges and agrees that a failure to protect the Sensitive Data identified in the Part 1 is particularly likely to cause harm to data subjects. The Importer will have in place the additional precautions set out in</p>	<p>Table 3 allows the parties to indicate that the transferred data relates to the following special categories of personal data and criminal convictions and offences: racial or ethnic origin; political opinions; religious or philosophical beliefs; trade union membership; genetic data; biometric data for the purpose of uniquely identifying a natural person; physical or mental health; sex life or sexual orientation; criminal convictions and offences.</p> <p>The Security Requirements and any Extra Protection clauses must provide a level of security which is appropriate to the risk of a personal data breach occurring and the impact on relevant data subjects of such a personal data breach, including considering any special category data within the transferred data (Section 8.1.2)</p>

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Clause 6.8 and 1.4
(definitions)

Part 1 in relation to
Sensitive Data.

Clause 1.6

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6. Security

	ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
General obligations	Both parties agree on and implement appropriate controls and adequate security standards applying to storage and processing.	Obligations for the Importer, and during transmission also for the Exporter, to:	Obligations for the Importer, and during transmission also for the Exporter, to:	Obligations for the Importer, and during transmissions also for Exporter, to:	The Importer warrants it has set in place the necessary and effective means of security and confidentiality	The Importer will protect the Transferred Data by implementing and maintaining best practice safeguards against any loss of the transferred data, and any unauthorised access, use, modification or disclosure of the transferred data. The Importer will also meet any additional security requirements specified in Part 1	Each party must ensure that the security requirements and extra protection clauses provide a level of security which is appropriate to the risk of a personal data breach occurring and the impact on relevant data subjects of such a personal data breach.
	The Data Importer shall have in place reasonable and appropriate technical, administrative, operational and physical measures, consistent with any applicable AMS Law, to protect the Personal Data against risks of Data Breaches.	<ul style="list-style-type: none"> Put in place technical and organisational measures to ensure security against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access. Take into account a list of elements to consider in assessing the level of security of such organisational and technical measures Agree with the Exporter on technical and organisational measures tabled in Annex III and make regular checks of their effectiveness. 	<ul style="list-style-type: none"> Put in place technical and organisational measures to ensure security against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access. Take into account a list of elements to consider in assessing the level of security of such organisational and technical measures Agree with the Exporter on technical and organisational measures tabled in Annex II and make regular checks of their effectiveness. Restrict on staff accessing the data / Confidentiality. 	<ul style="list-style-type: none"> Take into account a list of elements to consider in assessing the level of security Agree with the Exporter on technical and organisational measures tabled in Annex C Periodic control of proportionality Detailed obligation regarding data breach Restriction on staff accessing the data / Confidentiality 	<ul style="list-style-type: none"> to prevent any loss of the transferred data, and any unauthorised access, use, modification or disclosure of the transferred data; to allow the detection of deviations, whether intentional or not, whether the risks arise from human action or from the technical means used. 	to allow the detection of deviations, whether intentional or not, whether the risks arise from human action or from the technical means used.	to allow the detection of deviations, whether intentional or not, whether the risks arise from human action or from the technical means used.
	Clause 3.2	Both Parties have taken appropriate steps to determine the level of potential risk of data breaches involved in transferring the relevant data and to consider suitable security measures that both parties must undertake.			The Importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.	The Importer should verify that these measures are not less than those provided for by the regulations in force, in such a way as to guarantee the level of security appropriate to the risks involved in the processing and the nature of the data to be protected.	Clause 1.3
Clause 4.1		The Importer shall carry out regular checks to ensure that these		Clause 6.6-7		Best practice: standard of practice generally expected globally in the same or similar circumstances, from a reasonable and prudent processor of personal data that is the same or of a similar nature to the transferred data	Part 2 of Table 4, allows the insertion of extra protection clauses agreed between the parties for extra technical security protections, extra organisational

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	<p>measures continue to provide an appropriate level of security and shall update them where this is no longer the case.</p> <p>Clause 13(1)-(2)</p>	<p>The Importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.</p> <p>Clause 8.5</p>		<p>Clause 4(a)</p> <p>Obligation for Importer to have processes to warrant the restriction of access to authorized persons only, establishing levels of access and keys and concluding agreement to this end.</p> <p>Clause 4(b)</p>		<p>protections and extra contractual protections.</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Personal data breach</p> <p>If the Data Importer becomes aware that a Data Breach has occurred or is likely to occur affecting Personal Data in its possession or under its control, or by the importer of an onward transfer, it shall notify the Data Exporter.</p> <p>The parties agree on whether notification should be done without undue delay or within a reasonable time period agreed upon.</p> <ul style="list-style-type: none"> Clause 3.4 	<p>In the event of a data breach, the Importer shall</p> <ul style="list-style-type: none"> take appropriate measures to address the Data breach, including measures to mitigate its possible adverse effects; notify – without undue delay and, where feasible, not later than 72 hours after having become aware of the data breach – at least the Exporter, who shall notify the CSA in case the data breach may seriously interfere with the rights and fundamental 	<p>In the event of a data breach, the Importer has the obligation to:</p> <ul style="list-style-type: none"> document all relevant facts, and to adopt measures to address the breach and mitigate adverse effects. <p>If the data breach is likely to result in risk to the rights and freedom of natural persons, Importer’s obligation to notify Exporter and CSA with the information listed in the Clause, including the measures taken or proposed to address the breach.</p>	<p>In the event of a data breach,</p> <ul style="list-style-type: none"> Obligation for Importer to adopt mitigating measures Obligation for Importer to document the breach and related facts Notification by any Party aware of a breach to other Party, CSA and Data Subjects within 10 days (list of info to be included) Possibility of informing in phases <p>If it would be disproportionate to notify data subjects (in which case the Importer</p>	<p>In the event of a data breach, the Importer warrant that it puts in place the necessary and effective security and confidentiality measures to avoid the alteration, loss, unauthorized access or processing of the data, and to allow it to detect.</p> <p>The Importer must notify the Exporter of every accidental or unauthorized access.</p> <p>Clause 4(h)</p>	<p>In the event of a data breach, the Party, designated in Part 1, must notify affected Individuals of a notifiable personal data breach (i.e. that it is reasonable to believe has caused serious harm to a data subject, or is likely to do so).</p> <p>The designated Party must notify each affected Individual as soon as practicable after becoming aware that a notifiable personal data breach has occurred, but:</p> <ul style="list-style-type: none"> if it is not reasonably practicable for that 	<p>In the event of a data breach, the Importer must</p> <ul style="list-style-type: none"> take reasonable steps to fix it, including to minimise the harmful effects on data subjects, stop it from continuing and prevent it happening again. ensure that the Security Requirements still provide a level of security which is appropriate to the risk of a personal data breach occurring and the impact on relevant data subjects of such a data breach.

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<p>freedoms of Data subjects,</p> <ul style="list-style-type: none"> • notify, either directly or through the Exporter without undue delay, the data subjects concerned by the breach, where it is likely to result in a high risk to their rights and freedoms. <p>The notification of the data subjects is not required</p> <ul style="list-style-type: none"> - if appropriate technical and organisational measures have been applied to the data affected that render it unintelligible to any person not authorised to access it, - if the Importer has taken subsequent measures which ensure that the high risk is no longer likely to materialise, or if it would involve disproportionate efforts (in which case the Importer 	<p>If the data breach is likely to result in high risk to the rights and freedom of natural persons, the Importer shall notify the Exporter, the CSA and the data subject. The notification of the data subjects is not required</p> <p>If the Importer has implemented measures reducing risk significantly OR if it would be disproportionate to notify data subjects (in which case the Importer shall instead make a public communication or take a similar measure whereby the Data subjects are informed in an equally effective manner).</p> <p>Clause 8.5(e), (f), (g)</p>	<p>shall instead make a public communication or take a similar measure whereby the Data subjects are informed in an equally effective manner).</p> <p>Clause 6.6</p>	<p>party to directly notify an affected Individual or each member of a group of affected Individuals, that party may give public notice of the privacy breach so long as that party ensures the public notice does not identify any affected Individual;</p> <ul style="list-style-type: none"> • that party may delay notification and/or public notice to the extent and for so long as it believes this is necessary because notification or public notice would increase the risk to the security of transferred information and the risk outweighs the benefits of informing affected Individuals; • that party is not required to give any notification or public notice where that would not be 	<ul style="list-style-type: none"> • hold a written record and transmit it to Exporter/ICO if requested. <p>The Importer must notify the Exporter without undue delay after becoming aware of the breach and provide information.</p> <p>If the breach results in a high risk to the rights and freedoms of the data subjects, the Importer must inform relevant data subjects without undue delay.</p> <p>(Section 15)</p>
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shall instead make a public communication or take a similar measure whereby the Data subjects are informed in an equally effective manner).

Clause 13(4)-(6)

required from the importer under the Privacy Act if the Importer was subject to the Act.

The Exporter may notify affected individuals if the Importer fails to do so

If the Importer is responsible for notifying Individuals under clause 3.1 but fails to give notice when required under that clause, the Discloser may give notice on behalf of the Importer.

The Importer may need to notify privacy breaches under local data laws. Nothing in this clause 3 reduces any obligation the Recipient may have to notify a privacy breach under the local data law specified in the Details, to the extent this is permitted by clause 5.2.

The Importer must notify the Exporter if the

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Importer learns of a privacy breach, and in the case of a notifiable privacy breach, if the Exporter is responsible for notifying Individuals of privacy breaches the Importer will provide all assistance and information reasonably required by the Exporter to meet its obligations under this clause 3.

Clause 3.1-4

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7. Organisational obligations

	ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
Ability to satisfy obligations / Responsibility principle	<i>Optional: Exporter shall provide the Importer, on request, copies of relevant laws or references.</i> Clause 2.3	The Exporter warrants that it has used reasonable efforts to determine that the Importer is able to satisfy its obligations under these Clauses.	The Exporter must warrant that it has used reasonable efforts to determine that the Importer is able to satisfy its obligations Clause 8	The Exporter must warrant that it has used reasonable efforts to determine that the Importer is able to satisfy its obligations. Clause 6.1(a)	The Exporter agrees and warrants that the collect, processing and transfer of the personal data have been and will be conducted in compliance with the Law n°25.326. Clause 3(a)	Each Party undertakes that: <ul style="list-style-type: none"> • it has full power, capacity, and authority to execute, deliver, and perform its obligations under these Clauses; • it has, and will continue to have, all the necessary consents, permissions, licences and rights to enter into and perform its obligations under this agreement; • its obligations a set out in the Clauses are legal, valid, binding, and enforceable in accordance with the Clauses. 	Exporter must ensure and demonstrate that the IDTA (including any Security Requirements and Extra Protection Clauses) provides Appropriate Safeguards. (Section 8.2.1). If the importer reasonably requests, the exporter must provide it with a copy of any TRA.
	<i>Optional: Importer acknowledges its responsibility upon receipt of data for protection, maintenance and processing.</i> Clause 3.5	Clause 8(1) The Exporter shall cooperate with and provide reasonable assistance to the Importer, if that is necessary to enable the Importer to comply with its obligations set out in the Clauses.		Obligation to continuously review for the Importer. Clause 6.1(b)	The Exporter must provide the Importer with a copy of the Argentinian laws applicable to the relevant data processing. Clause 3(b)		Exporter must carry out reasonable checks on the importer’s ability to comply with the IDTA, and take appropriate action including under Section 9.2, Section 29 or Section 30, if at any time it no longer considers that the Importer is able to comply with this IDTA or to provide Appropriate Safeguards. (Section 11.2.3)
	Each Party warrants, represents and undertakes to the other Party that it has full capacity and authority to enter into and to perform its obligations under and in accordance with Clauses. Clause 7.1.	Clause 8(2)			The Exporter must warrant its reasonable efforts to determine that the Importer is able to satisfy its obligations. The Exporter may request the importer to take out liability insurance for any damages caused by the processing at stake, as stated in Annex A.		
	Each party agrees to comply with all applicable AMS Law in connection with the performance of its						The Importer must provide the exporter with all relevant information regarding local laws and practices

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obligations under these Clauses.

Clause 7.2.

Clause 3(e)

The Importer must communicate a contact point to the Exporter within its organisation which is authorized to respond to queries in relation with the data processing and to cooperate in good faith with the Exporter, the data subjects, and the authorities within the appropriate delays.

Clause 4(e)

Importer warrants that it will process the data in conformity with the Law N°25.326.

Clause 4(g)

and the protections and risks which apply to the transfer. The importer must review this on a regular basis and inform the exporter as soon as it becomes aware of any importer information changing, and/or any local laws which may prevent or limit the importer complying with the obligations in the TRA. (Section 8.3)

Each party must review the IDTA at regular intervals to ensure that it remains accurate and continues to provide appropriate safeguards whereupon the other party must be informed. If the IDTA no longer provides appropriate safeguards, the parties must without undue delay pause transfers and processing of transferred data whilst changes to the tables (Part one: Tables or Part Two: Extra Protection Clauses) are agreed. Where a change cannot be agreed, the exporter must end the IDTA by

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					written notice on the importer (Section 9.2).
Documentation and compliance	<p>Each Party shall be able to demonstrate compliance with its obligations under these Clauses. To this end, it shall keep appropriate documentation of the Processing activities carried out under its responsibility.</p> <p>Each Party shall make such documentation available to the competent Supervisory authority/ies on request.</p> <p>Clause 17</p>	<p>Each Party shall be able to demonstrate compliance with its obligations under these Clauses. In particular, the Importer, which should document it and make this documentation available to competent SAs on request.</p> <p>Clause 8.9.</p>	<p>Each Party shall be able to demonstrate compliance with its obligations under these Clauses.</p> <p>In particular, the Importer, which should document it and make this documentation available to competent SAs on request.</p> <p>Clause 6.10</p>	<p>The Importer must make available to the Exporter its data processing installations, its files and all the necessary documentation for the processing, to the effect of a revision, audit or certification. This can only be done upon notification, during work hours, by an independent and unbiased auditor or inspector designated by the Exporter or the DPA, in order to assess the compliance of the Importer with its obligations under these Clauses;</p> <p>Clause 4(f)</p> <p>The Importer shall keep a record of the fulfilment of its obligations under these Clauses, the report of which shall be available on request to the</p>	<p>Obligation for Importer to keep a written record of its processing, demonstrating compliance and provide it if asked by Exporter (Section 12.1.4)</p> <p>Obligation for Importer to cooperate and assist Exporter, including for audits, if rights provided in Linked Agreement (Section 12.1.5); cooperation with ICO (Section 12.1.6) and Third-Party Controller too (Section 12.1.6).</p>

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exporter or the
authority.

Clause 4(I)

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8. Onward transfers

ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
	<p>Authorised only if:</p> <ul style="list-style-type: none"> the law of the Third party’s jurisdiction, including its international commitments under applicable international treaties or agreements, ensures an appropriate level of protection (Article 14(3)(a) of the Convention as transposed under the Applicable law) or, the Third party enters into a legally binding and enforceable instrument with the Importer ensuring the same level of data protection as under these Clauses, and the Importer provides a copy of the instrument to the Exporter. <p>OR if the onward transfer is necessary</p>	<p>Authorised only if the third-party recipient agrees to be bound by the Clauses, OR if the recipient:</p> <ul style="list-style-type: none"> Is in a country benefitting from an adequacy decision (Art. 45 GDPR) Puts in place safeguards under Art. 46-47 GDPR Enters into a binding instrument with the Importer ensuring same level of protection and communicated to Exporter <p>OR if the onward transfer is necessary:</p> <ul style="list-style-type: none"> for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings in a particular case or, 	<p>Authorised if the third party agrees to be bound by the Clauses, OR</p> <ul style="list-style-type: none"> In a country benefitting from an adequacy decision Third party provides safeguards Necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings in a particular case or, Necessary in order to protect the vital interests of the Data subject or of another natural person; Binding instrument between the third party and the Importer, communicated to Exporter Explicit consent from the data subject after providing him/her with 	<p>The Importer will not disclose or further transfer the transferred data, except if it is specified within Annex A of the Clauses, or is necessary for their performance. In both cases, the Importer should verify that</p> <ul style="list-style-type: none"> the recipient is subject to the same obligations than the ones of the Importer under these Clauses, and that the Exporter has been informed and has given prior agreement to this onward transfer. <p>OR if the onward transfer is:</p> <ul style="list-style-type: none"> Necessary for legal claims Necessary for vital interests of a natural person Required by the Law or the competent authorities to the 	<p>The Importer will not disclose transferred data except as permitted in the Part 1 (Details).</p> <p>Clause 1.2</p> <p>If the Importer discloses transferred data to a third party not using or disclosing them solely as an agent of the Importer:</p> <ul style="list-style-type: none"> The Importer must ensure that the third party enters into a binding and enforceable agreement with the Importer, imposing on the third party substantially the same obligations in respect of that transferred data as are imposed on the Importer under these Clauses, and giving data subjects substantially the same rights to enforce those obligations as they 	<p>Only if authorised in Table 2, and for the initial purpose, and one or more of:</p> <ul style="list-style-type: none"> In a country benefitting from an adequacy decision Written contract between third party and Importer + risk assessment conducted by Importer Addition of the third-party to the IDTA If Importer in the UK, transfer would comply with Art 46 or 49 of UK GDPR <p>No need to comply if accordance with Section 23 (Access Requests and Direct Access)</p> <p>Section 16</p>

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<ul style="list-style-type: none"> for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings in a particular case or, in a specific case in order to protect the vital interests of the Data subject or of another natural person; <p>Where none of the other conditions apply, only if the Importer has obtained the explicit consent of the data subject for the specific transfer, after having informed him/her with detailed information listed in the Clauses (including on the risks related to the transfer). In this case, the Importer shall inform the Exporter of the Onward transfer based on consent and, at the request of the latter, shall transmit to it a copy of the information provided to the Data subject.</p>	<ul style="list-style-type: none"> in order to protect the vital interests of the Data subject or of another natural person; <p>OR if the Importer has received</p> <ul style="list-style-type: none"> explicit consent from the data subject for the specific transfer after providing him/her with detailed information including on the risks related to the transfer, and also providing information to Exporter as well. <p>All onward transfers must comply with guarantees set up in the agreement, in particular the purpose limitation principle.</p> <p>Clause 8.7</p>	<p>information specified in the Clauses, and providing information on the transfer to the Exporter as well.</p> <p>All onward transfers must comply with guarantees set up in the agreement, in particular the purpose limitation principle.</p> <p>Clause 6.9</p>	<p>extent it does not exceed what is necessary in a democratic society (<i>e.g.: when necessary for the safety and security of the State, the defence, public security, prevention, investigation, detection and repression of criminal and administrative infractions</i>)</p> <p>Clause 4(i)</p>	<p>have under these Clauses.</p> <ul style="list-style-type: none"> If the Importer fails to ensure that the third party enters into such an agreement, then under this agreement the transferred information held by the third party will be treated as being in the control of the Importer, and the Importer will be responsible for the third party's acts and omissions in relation to the transferred data. <p>Clause 2.2</p>
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Clause 15

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9. Use of (sub-)processors

ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
	<p>The Importer shall ensure that any person acting under its authority, including a processor, processes the data only on its instructions and in compliance with these Clauses.</p> <p>The Importer remains fully liable to the Exporter, the CSAs and Data subjects for its obligations under these Clauses where it has subcontracted the processing to its Processors or authorised an employee or other person to process the data under its authority</p> <p>Clause 16</p>	<p>The Importer shall ensure that any person acting under its authority, including a processor, processes the data only on its instructions.</p> <p>Clause 8.8.</p> <p>The Importer cannot invoke misconduct of processor or sub-processor to avoid its own liability.</p> <p>Clause 12(g)</p>	<p>The Importer shall ensure that any person acting under its authority, including a processor, processes the data only on its instructions.</p> <p>The Importer guarantees that these persons are bound to an obligation of confidentiality or undertake to respect the confidentiality of the data</p> <p>Clause 6.7</p>		<p>If the Importer discloses transferred data to a third party whose use and disclosure of the information is solely as an agent for the Importer and not for its own purposes:</p> <ul style="list-style-type: none"> The Importer must use all reasonable endeavours to prevent unauthorised use or disclosure of the transferred data except as authorised by the Importer, and is obliged to have in place safeguards consistent with the security requirements (of clause 1.3). For the purposes of these Clauses the transferred data held by the third party will be treated as being in the control of the Importer, the Importer is responsible for the third party's acts and 	<p>The Importer may subcontract its obligations to a processor or sub-processor (provided that it complies with Section 16).</p> <p>It must ensure that the processor or sub-processor only processes the transferred data on its instructions</p> <p>The Importer remains fully liable to the Exporter, ICO and relevant data subjects (Section 17)</p>

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			omissions in relation to the transferred data.
			Clause 2.1

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10.Data subject rights²

	ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
General	<p><i>Optional: Both parties shall respond to enquiries from data subjects regarding processing in their respective jurisdictions.</i></p> <p>Clause 4.3</p> <p>Parties may rely on the rights accorded to individuals based on the applicable law.</p>	<p>The Importer, with the assistance of the Exporter shall deal with any data subject’s enquiry and requests, including in case of onward transfers, without undue delay, (within one month at the latest).</p> <p>Possible extension to two further months where necessary, taking into account the complexity and number of enquiries and requests. In such a case, the Importer shall inform the data subject as soon as possible, and no later than five days before the end of the initial 1-month period, together with the reasons for the delay.</p> <p>Clause 18(1)</p>	<p>The Importer, with assistance of the Exporter, must deal with any data subject’s enquiry without undue delay (within 1-month at the latest) and shall take measures to facilitate enquiries. Free of charge.</p> <p>The Importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the Data subject shall be in an intelligible and easily accessible form, using clear and plain language.</p> <p>Clause 10(a)</p>	<p>The Importer, with assistance of the Exporter, must deal with any data subject’s enquiry without undue delay (within 15- or 30-days at the latest) and shall take measures to facilitate enquiries. Free of charge.</p> <p>The Importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the Data subject shall be in an intelligible and easily accessible form, using clear and plain language.</p> <p>Clause 7</p>	<p>The Exporter and the Importer must respond to a data subject’s request within the same delay as under Law n°25.326 and shall have the adequate means to do so.</p> <p>Clause 3(c) and 4(j)</p> <p>For the Exporter, this concerns the data in his possession or by agreeing as an obligation under his responsibility, which is indicated in Annex A.</p> <p>The Exporter responds to the request of the data subjects in these delays on behalf of the Importer, except if it has been agreed that the Importer is in charge of responding to them. Even in this case, the Exporter must respond to these requests, to the extent possible, when</p>	<p>The Importer must respond to a data subject’s request as soon as reasonably practicable and no later than 30 days after receiving the request. The Importer must provide reasonable assistance to the data subject in relation to each request.</p> <p>Clause 4.4</p>	

² These comparative tables only cover the content of the Clauses themselves. Therefore, they do not provide for the exhaustive list of obligations applicable to the Parties. The greyed-out boxes indicate only the absence of explicit provisions within the Clauses themselves. Some of these data subject rights may be provided for by other elements of the national or regional legal framework, and in particular by the respective data protection laws.

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The Importer shall inform Data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point competent to receive enquiries, deal with requests (including on the exercise of individual rights) and handle complaints, at no cost for the data subject. The Importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the Data subject shall be in an intelligible and easily accessible form, using clear and plain language.

Clause 18(2), (3) and (4)(g)

The exercise of these rights shall be free of charge.

Clause 18(5)

the Importer does not respond.

Clause 3(c).

The Importer must communicate a contact point to the Exporter within its organisation which is authorized to respond to queries in relation with the data processing and to cooperate in good faith with the data subjects within the appropriate delays.

In case the Exporter, cease to exist, or if both Parties agree on this, the Importer is in charge of the exercise of the rights by the data subjects.

Clause 4(e)

The Importer must notify the Exporter of every queries received from data subjects that have not been answered, except if it is authorized to process them.

Clause 4(h)

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Right to a copy of agreement	Not specified clearly.	Yes. Clause 18.4 (f) Provided that the Importer may redact any information contained in the Annexes of these Clauses that it or, following consultation, the Exporter has reasonably identified as a trade secret or other confidential information. Parties should, in such cases of redaction provide a meaningful summary of the Clause so that the Data subject should be able to understand their content and exercise their rights.	Yes. Clause 8.2. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.	Yes. Clause 6.3 c, prior request by data subject, obligation of the Importer to inform of the existence of the agreement, potential exclusion of sections that contain commercial secrets or confidential information	Yes. Clause 3(d).	Each Party will disclose this agreement to a data subject requesting it, provided that the Party has first consulted with the other and redacted any information that the other Party reasonably identifies as commercially sensitive and not necessary for the data subject to receive in order to enforce their rights under this agreement. If requested, the Party will provide the data subject with reasons for the redactions, to the extent possible, without revealing any of the redacted information. Clause 8.3	Yes. Both Parties must provide copy of IDTA, not necessarily Linked Agreement but content of it. Must inform the other Party. (Section 18)
Right to information about the Importer and its processing and right of access	Not specified clearly. • Clause 4.3 may be applicable	Yes. Clause 18(4)(b) Right to obtain, on request, at reasonable intervals and without excessive delay: • confirmation of the Processing of Personal data relating to them, • the communication in an intelligible form of the data processed, and	Yes, right to obtain, on request, at reasonable intervals and without excessive delay: • Confirmation whether his/her personal data is processed • Copy of personal data • Information if it has been transferred onward	Yes, right to obtain, on request, at reasonable intervals and without excessive delay: • Confirmation whether his/her personal data is processed • Copy of personal data • Information if it has been transferred onward	Yes. Clause 4 (c) Information: public and free of charge access to the register. Within 10 days for the information Access: free of charge, at intervals of no less than 6 months unless a	Yes, the Importer agrees that each data subject has a right to access their personal information held by the Importer that is included in the transferred data. Clause 4.1 In the case of such a request, the Importer will confirm whether or	Yes. If an individual requests it, the Importer must provide confirmation whether his/her personal data is processed (section 20.2) The Importer must ensure that each relevant data subject is provided with details of the Importer (including contact details and the

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	<ul style="list-style-type: none"> all available information on their origin, on the retention period as well as any other information that the Importer is required to provide in order to ensure the transparency of processing in accordance with the obligations relating to the transparency of the processing (Clause 10(1)); <p>And right to obtain, on request, information on the reasoning underlying the processing where the results of such processing are applied to them.</p>	<ul style="list-style-type: none"> Information on right to lodge a complaint <p>Clause 10(b)(i)</p>	<ul style="list-style-type: none"> Information on right to lodge a complaint <p>Clause 7(c)(i)</p>	<p>legitimate interest is demonstrated.</p> <ul style="list-style-type: none"> 	<p>not it holds any transferred data about the data subject and, if it does, will provide the data subject access to the information and advise them that they may request correction of their information.</p> <ul style="list-style-type: none"> Clause 4.2 	<p>Importer data subject contact); the purposes; and any recipients (or categories of recipients) of the transferred data. The Importer does not need to comply with if impossible or disproportionate effort, in which case, the importer must make the information publicly available. (Section 19.2)</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Right to rectification</p>	<p>Not specified clearly.</p> <p>Clause 4.3 may be applicable</p>	<p>Yes. Clause 18(4)(e).</p>	<p>Yes, Clause 10(b)(ii)</p>	<p>Yes, Clause 7(c)(ii).</p> <p>Yes. Clause 4 (c)</p> <p>Obligation to proceed to the rectification within 5 days</p>	<p>Yes, the Importer agrees that each data subject has a right to seek correction of their personal information held by the Importer that is included in the transferred data.</p> <p>Clause 4.1</p> <p>In the case of such a request, the Importer will take reasonable</p>	<p>Yes. (Section 20.5.1)</p>

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	<p>steps to ensure that the information is accurate taking into account the permitted uses specified in the Part 1. If the Importer is not willing to correct the information as requested, the Importer will take reasonable steps to ensure a statement of the requested correction is attached to the data, so as to ensure it will always be read with the information. Where the Importer corrects any transferred information or attaches a statement of correction, the Importer must take reasonable steps to inform any person to whom the Importer has disclosed the relevant transferred data.</p>	
<p>Right to erasure</p>	<p>Clause 4.3</p>	<p>Yes, if data has been processed in breach of the IDTA. Section 20.5.2</p>
<p>Not specified clearly.</p>	<p>Yes. Clause 18(4)(e), if the data has been processed in violation of the Clauses.</p>	<p>Yes, if data has been processed in violation of SCCs, or if consent is withdrawn when it is the basis Clause 10(b)(iii)</p>
<p>Yes, if data has been processed in violation of third beneficiary Clauses, or if consent is withdrawn when it is the basis</p>	<p>Yes. Clause 4 (c) Obligation to proceed to the erasure within 5 days</p>	
	<p>Clause 7(c)(iii)</p>	

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Right to object	Not specified clearly.	Yes. Clause 18 4 (d). Unless the Importer demonstrates legitimate grounds for the Processing which override their interests, rights and fundamental freedoms.	Yes, if processed for direct marketing. Clause 10(c)	Yes. <i>Optional to limit it to cases where data is processed for direct marketing.</i> Clause 7(c)-iv).		Yes, if processed for direct marketing. Section 20.5.3
Automated processing		Yes. Clause 18 4 (a) Right not to be subject to a decision significantly affecting them based solely on the automated processing of their Personal data without having the right to challenge such a decision. Right for the data subjects to challenge such a decision, to put forward their point of view and arguments, and obtain a human review, unless the automated decision is authorised by law which provides for suitable measures to safeguard the interests, rights and fundamental freedoms of the data subjects.	Prohibition of taking decisions based solely on automated processing if produces legal effects or affects the data subject similarly <ul style="list-style-type: none"> • Unless with explicit consent, OR • Authorised under laws of country of destination, only if safeguards to protect legitimate interest of data subject. In this case <ul style="list-style-type: none"> ○ Obligation of information • Implementation of safeguards Clause 10(d)	Interdiction of decision based solely on automated processing <ul style="list-style-type: none"> • Unless with consent, OR • Authorised under laws of country of destination. In this case <ul style="list-style-type: none"> ○ Obligation of information ○ Right to be heard Obtention of human intervention Clause 7		Interdiction of decision based solely on automated processing if produces legal effects or affects the data subject similarly <ul style="list-style-type: none"> • Unless with explicit consent of the data subject, OR • The local law has safeguards which provide sufficiently similar protection as to the protection that the data subject would have if such decision-making was in the UK. Extra Protection Clauses provide safeguards which provide sufficiently similar protection for the data subject in relation to such decision-making, as to the relevant protection the data subject would have if the decision-

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					making was in the UK. (Section 20.6)
Limitations and exemptions	<p>The Importer may restrict or refuse the exercise of those rights if such restriction or refusal is provided for by its domestic law, respects the essence of fundamental rights and freedoms, AND constitutes a necessary and proportionate measure in a democratic society for:</p> <ul style="list-style-type: none"> the protection of national security, defence, public safety, important economic and financial interests of the State, the impartiality and independence of the judiciary or the prevention, investigation and prosecution of criminal offences and the execution of criminal penalties, and other essential objectives 	<p>The Importer may refuse a request if</p> <ul style="list-style-type: none"> the requests are excessive, (in such a case, the Importer may also charge a fee instead) it is authorised under laws of destination country and necessary and proportionate in democratic society to protect objectives (listed in Article 23(1) GDPR). <p>If the Importer intends to refuse a request, it must inform the data subject of the reasons for this refusal and of possibility to lodge a complaint.</p> <p>Clause 10(e)-(g)</p>	<p>The Importer may refuse a request if it is authorised under laws of destination country and necessary and proportionate in democratic society. If it intends to refuse the request, the Importer must inform the data subject of the reasons for this refusal and of the possibility to lodge a complaint.</p> <p>Clause 7</p>	<p>The Importer may refuse access, extend the timeframe for complying with the request, and/or charge the data subject for complying with the request, to the extent that this would be permitted if the request was made under the Applicable Law and the Importer was subject to the Applicable Law.</p> <p>Clause 4.5</p>	<p>The Importer does not need to provide information on Importer, in so far as to do so would be impossible or involve a disproportionate effort, . In this case, should make information publicly available. (Section 19.2)</p> <p>Exemptions in section 22 if:</p> <ul style="list-style-type: none"> Unable to verify identity of person issuing the request Requests are manifestly unfounded or excessive including where requests are repetitive (can refuse or charge a fee) An exemption is available in UK Data Protection Laws and Importer is subject to it. <p>In this case, Importer must set out reasons in</p>

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- of general public interest;
- the protection of the Data subject or the rights and fundamental freedoms of others, notably freedom of expression;
 - archiving purposes in the public interest, scientific or historical research purposes or statistical purposes when there is no recognisable risk of infringement of the interests, rights and fundamental freedoms of Data subject.

Clause 18(6)

writing and inform the data subject that there are entitled to bring a claim for compensation under the IDTA in the case of any breach of the IDTA.

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11.Redress for the data subjects

ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
<p>The Importer shall provide an authorised contact point to the data exporter and/or data subjects for the purposes of responding to enquiries concerning personal data.</p> <p>Clause 3.3</p> <p>No objection to data subject being represented by another body if it wishes so and it is allowed under Applicable Law.</p>	<p>The Importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point competent to receive enquiries, deal with requests (including on the exercise of individual rights) and handle complaints.</p> <p>Clause 18.2</p> <p><i>Optional: Agreement of the Importer on possibility for data subjects to lodge complaint with an independent dispute resolution body specified in the Clause (at no cost for the data subject). The Importer inform the data subject of this possibility in the manner set out above.</i></p> <p>The Importer may offer independent dispute resolution through an arbitration body only if such body is established</p>	<p>The Importer must inform data subjects in a transparent and easily accessible format, through individual notice or on its website of a contact point authorised to handle complaints</p> <p><i>Optional: Agreement between Parties on possibility for data subjects to lodge complaint with an independent dispute resolution body (at no cost for the data subject). The Importer shall inform the data subject of this possibility in the manner set out above.</i></p> <ul style="list-style-type: none"> In case of non-compliance by one of the Parties of these clauses, obligation to solve dispute amicably in a timely fashion. Parties to inform each other of such disputes and where appropriate cooperate for their resolution. 	<p>The Importer must inform data subjects in a transparent and easily accessible format, through individual notice or on its website of a contact point to receive enquiries.</p> <p><i>Optional: Agreement between Parties on possibility for data subjects to lodge complaint with an independent dispute resolution body (at no cost for the data subject).</i></p> <ul style="list-style-type: none"> In case of litigation between one of the Parties and a data subjects, the Party must attempt to solve amicably in a timely fashion. The Parties keep each other informed of any litigation related, and cooperate in their resolution Obligation for the Importer to respect and not attempt to limit action of data 	<p>In case of non-compliance by the Importer with its obligations towards the data subjects, the data subjects can require the Exporter to take actions to terminate the non-compliance.</p> <p>Clause 5(b)</p> <p>No objection to data subjects being represented by an association or other entities as foreseen in Argentinian Law.</p> <p>Obligation of information and cooperation between Parties in case of conflict or reclamation made by a data subject or an authority, with the objective to attempt to solve amicably as soon as possible and within the deadlines of the Law n°25.326.</p> <p>Both Parties commit to attend any non-binding mediation procedure initiated by the data</p>	<p>The Exporter may bring a claim or claims on behalf of one or more data subjects, at the request of those data subjects. It is not obliged to do so.</p> <p>Clause 6.3</p>	<ul style="list-style-type: none"> Representation by a not-for-profit body, organisation or association (under conditions Art 80(1) UK GDPR) (Section 33.5) Importer must keep details of Importer Data Subject Contact up-to-date and easily publicly available and inform Exporter of changes. Possible to elect to refer any dispute arising out of or in connection with this IDTA to final resolution under the Rules of the London Court of International Arbitration (Section 35.1). <p>Each Party agree to provide updates to the other on claims or complaints brought.</p>

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in a country that has ratified the New York Convention on Enforcement of Arbitration Awards.

Any possibility to lodge a complaint with an independent dispute resolution body does not exclude or alter the right of the Data subject afforded by these Clauses, the Applicable law or the law applicable to the Importer to lodge a complaint with the Supervisory Authority/ies or the courts of the competent jurisdiction.

Where the data subject invokes a third-party beneficiary right, the Importer shall accept the decision of the Data subject to lodge a complaint with the competent Supervisory authority/ies, and/or to refer the dispute to the competent courts.

Clause 19

- Possibility for the data subjects to lodge complaint with Competent SA (SA of residence or SA of concerned Party) or with competent court
- Representation by a not-for-profit body, organisation or association (under conditions Art 80(1) GDPR)
- Importer shall abide by decision binding under applicable EU law/MSs law.

The Importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 11

- subjects when they invoke Third-party beneficiary rights relating to these Clauses, including when they decide to:
- lodge a complaint with the Supervisory Authority of their place of residence or work, of a Competent Supervisory Authority
 - bring a legal action concerning its personal data in the relevant jurisdiction.
- Importer shall abide by decisions binding under applicable law.

Clause 8.

subject or the authority, and if they decide to participate, they can do so remotely. Both Parties commit to abide by any decision of competent tribunals or authorities whose decisions are final and against which no appeal can be lodged.

Clause 7

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12.Liability

ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
<p>To the extent authorized by applicable Law, liability of Exporter/Importer or both to data subject. If law silent on allocation of compensation, to be specified here.</p>	<ul style="list-style-type: none"> Liability of both Parties to each other for any damages it causes the other Party/ies by any breach of these Clauses. Liability of both Parties to data subjects for damages it caused by breaching these Clauses. The data subject shall be entitled to receive compensation for these damages. This is without prejudice to the liability of the Exporter or the Importer under the Applicable law or the law applicable to the Importer. When more than one Parties is responsible, they are jointly and severally liable and ability for data subject to bring action in court against any of them. The Party held liable can request 	<ul style="list-style-type: none"> Liability of the Parties to each other for damages or breach of Clauses Liability of both Parties to data subjects for damages it caused by breaching third - party beneficiary clauses. The data subject shall be entitled to receive compensation for these damages. When more than one Parties responsible, they are jointly and severally liable and ability for data subject to bring action in court against any of them. The Party held liable can request compensation from other Parties corresponding to their responsibility in the the damage. Importer cannot invoke misconduct of processor or sub- 	<ul style="list-style-type: none"> Liability of the Parties to each other Liability of both Parties to data subjects for (non-)material damages <p>When more than one Parties responsible,</p> <ul style="list-style-type: none"> joint liability of the Parties and ability for data subject to bring action against any of them entitled to claim compensation to one another. <p>Clause 9</p>	<p>Both Parties are liable to the data subjects in case of damaged they caused that result in effects on the rights granted in the Clauses by the Law n°25.326, its regulations and the law of Argentina.</p> <p>Clause 5(a)</p>	<p>If the Importer breaches any obligations under clauses 1, 3 and 4 (safeguards, privacy breach and rights of data subjects), the data subject will be entitled to one or more of the following remedies, with the choice and extent of remedy determined by the tribunal hearing the matter:</p> <ul style="list-style-type: none"> Monetary compensation from the Importer for loss suffered as a result of the interference with privacy (defined in clause 6.1), which may include monetary compensation for humiliation, loss of dignity, and/or injury to the feelings of the data subjects, or for any adverse effect on the data subject's rights, benefits, privileges or obligations; An order restraining the Importer from 	<ul style="list-style-type: none"> Liability of both Parties to data subjects for all material and non-material loss and damage. When more than one Parties responsible, joint and several liability of the Parties unless can prove that not in any way responsible for the event giving rise to the damage. and ability for data subject to bring action against any of them If one party has paid compensation to a relevant data subject under section 32.2, it is entitled to claim back from the other party that part of the compensation corresponding to the other party's responsibility for the damage. No exclusion of liability on the basis that the parties have

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<p>compensation from the other Parties corresponding to their responsibility in the damage.</p> <ul style="list-style-type: none"> The Controller remains responsible for the processing where it engages a processor to act on its behalf. The Parties may not invoke the conduct of a Processor or sub-Processor to avoid their own liability. 	<p>processor to avoid its own liability.</p> <p>Clause 12</p>		<p>continuing or repeating the interference with privacy, or from engaging in, or causing or permitting others to engage in, conduct of the same kind, or conduct of any similar kind specified in the order;</p> <ul style="list-style-type: none"> An order that the Importer perform any acts specified in the order with a view to remedying the interference with privacy, or redressing any loss or damage suffered by the aggrieved data subject(s) as a result of the interference, or both. 	<p>authorised anyone who is not a party to perform any of their obligations.</p> <p>(Section 32)</p> <p>The ICO is entitled to bring claims against the exporter and/or importer for breach of the following sections: Section 10 (The ICO), Sections 11.1 and 11.2 (Exporter’s obligations), Section 12.1.6 (General Importer obligations) and Section 13 (Importer’s obligations if it is subject to UK Data Protection Laws (Section 33.2))</p>
<p>Clause 20</p>			<p>However, the data subject will not be entitled to any damages or other relief beyond the damages or other relief that could reasonably be expected to be granted under the Applicable Law in the same circumstances, if the Importer was subject to the Applicable Law.</p>	

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Clause 6.1

The Importer is responsible for the acts or omissions of:

- a third party that acts solely as an agent of the Importer, or
- a third party not acting as the Importer's agent but with which the Importer failed to ensure that it enters into an agreement imposing substantially the same obligations on the third party as these Clauses.

Clause 2.1-2

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13. Supervision

ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
<p><i>Optional: Both the Exporter and the Importer undertake to respond to queries from competent enforcement authorities regarding data processing in their respective jurisdictions.</i></p> <p>Clause 4.3</p>	<p>The Supervisory authority/ies with responsibility for ensuring compliance by the Exporter with the Applicable law as regards the Transfer shall act as competent Supervisory authority/ies.</p> <p>The Importer agrees to submit itself to the jurisdiction of and cooperate with the CSA in any procedures aimed at ensuring compliance with these Clauses, and to abide by its decision. In particular, the Importer agrees to respond to enquiries, submit to review or audits, and comply with the measures adopted by the Supervisory authority, including remedial and compensatory measures. It shall provide the Supervisory authority with written confirmation that the necessary actions have been taken.</p>	<p>Designation of the Competent Supervisory Authority (CSA):</p> <ul style="list-style-type: none"> • If the Exporter is established in an EU MS then CSA will be the one of its establishment. • If the Exporter is not established in the EU but falls under Article 3.2. of GDPR, the CSA is the SA of the MS where the Exporter has designated its representative or if no representative has been designated, the CSA is the one where the concerned Data Subjects are located. <p>The Importer agrees to submit itself to the jurisdiction and to cooperate with the CSA and specially to respond to enquiries, submit audits and comply with measures adopted by CSAs. Shall provide the CSA written confirmation</p>	<p>The Importer agrees to</p> <ul style="list-style-type: none"> • submit itself to the jurisdiction and cooperate with the CSA and • specially to respond to enquiries, submit audits and comply with measures adopted by CSAs. Shall provide the CSA written confirmation when necessary actions have been taken. • Submit itself to competence of CSA regarding suspension of transfers, contracts, and other corresponding means <p>Clause 10.</p>	<p>The Importer accepts that the CSA exercise its competences over the processing of the transferred data which it is responsible for, within the limits and powers established by Law n°25.326. The Importer accepts the powers of control and sanction of the CSA, granting it the status of third-party beneficiary for such purposes, where appropriate.</p> <p>The audits can be conducted by</p> <ul style="list-style-type: none"> • staff of the CSA, • third parties designated by the supervisory authority for that act, or • local authorities with similar competences to the ones of the CSA in cooperation with the CSA. <p>The Importer notifies without delay the Exporter if applicable laws forbid him or its</p>		<p>Parties agree to comply with ICO's requests and to provide information to ICO including a copy of the TRA, a copy of the IDTA and importer information.</p> <p>(Section 10)</p>

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Clause 21

when necessary actions
have been taken.

sub-processors to be
audited.

Clause 13

Clause 5(c)

The Exporter shall
respond within the
appropriate timeframes
to the request from à the
CSA.

Clause 3(c)

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14. Local laws and practice affecting compliance

ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
<p>The Parties warrant that they have no reason to believe that the laws and practices in the country of destination prevent the Importer from fulfilling its obligations under these Clauses. Several detailed criteria need to be assessed before making such warrant (specified in the Clauses).</p> <p>the Importer shall make its best efforts to provide information to Exporter on the assessment made and cooperate to ensure compliance with Clauses; and to cooperate with it in ensuring compliance with these Clauses.</p> <p>Parties should document this analysis and make it available to CSA.</p> <p>The Importer agrees to notify the Exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements listed above, including following a change in the laws of the country of destination or a measure (such as a disclosure request) indicating</p>	<p>It is the Parties' duty to warrant that laws and practices of destination country do not prevent Importer from fulfilling its obligations under these Clauses, several detailed criteria need to be assessed before making such warrant (these criteria are specified in the Clauses).</p> <p>The Importer shall make its best efforts to provide information to the Exporter on the assessment made and to cooperate with it to ensure compliance with these Clauses.</p> <p>Parties should document this analysis and make it available to CSA.</p> <p>If changes during the course of effect of the Clauses or reasons to believe that Importer can no longer comply with the Clauses, obligation of the Importer to notify the Exporter, and of the Importer/Exporter to put in place appropriate measures to address the situation. The</p>	<p>It is the Parties' duty to warrant that laws and practices of destination country do not prevent Importer from fulfilling its obligations under the clauses.</p> <p>If changes or reasons to believe, obligation of Importer to notify them, and of Exporter to set out appropriate measures, including in Set 1, suspension of transfers.</p> <p>Clause 11 (a), (b), (c).</p>	<p>The Importer warrants that it has verified the local laws do not prevent it from complying with its obligations and with the guarantees and principles under these clauses. The Importer must inform the Exporter without undue delay in case it becomes aware of such a situation.</p> <p>Clause 4(c)</p> <p>If at that time the national legislation or local regulations applicable to the importer do not allow him to return or destroy such data in whole or in part, the importer undertakes to inform the legal deadline and to maintain the secrecy of such data and not to submit them to further processing.</p> <p>In case such retention periods are in contradiction with the applicable data protection principles, the transfer shall not be</p>	<p>The Importer warrants that it has verified the local laws do not prevent it from complying with its obligations and with the guarantees and principles under these clauses. The Importer must inform the Exporter without undue delay in case it becomes aware of such a situation.</p> <p>Clause 4(c)</p> <p>If at that time the national legislation or local regulations applicable to the importer do not allow him to return or destroy such data in whole or in part, the importer undertakes to inform the legal deadline and to maintain the secrecy of such data and not to submit them to further processing.</p> <p>In case such retention periods are in contradiction with the applicable data protection principles, the transfer shall not be</p>	<p>Local data protection laws that apply in the Importer home's country must be listed in Part 1 (p5)</p> <p>The Importer confirms that at the time of entering into the agreement it has made reasonable efforts to identify whether it is covered by any law that could reasonably be expected to have a substantial adverse effect on the protections intended by the Clauses, and is not aware of any such law. The Importer will use reasonable efforts to ensure that, if any such law applies to it in the future, it will promptly notify the Exporter.</p> <p>Clause 5.4</p>	<p>The Importer must:</p> <ul style="list-style-type: none"> • provide the Exporter with all relevant information regarding local laws and practices and the protections and risk which apply to the transferred data, including any information which may be reasonably required for the exporter to carry out the TRA; • cooperate with the exporter to ensure compliance with the Exporter's obligations under the UK Data Protection Laws; • Review whether any importer information has changed, and whether any local laws contradict its obligations in this IDTA and take reasonable steps to verify this on a regular basis; • Inform the Importer as soon as it

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an application of such laws in practice that is not in line with the requirements.

Following such a notification, or if the Exporter otherwise has a reason to believe that the Importer can no longer fulfil its obligations under these Clauses, the Exporter shall promptly identify appropriate measures (e.g., technical or organisational measures to ensure security and confidentiality) to be adopted to address the situation.

Clause 22

Exporter shall suspend the transfers if no appropriate measures can be put in place or if instructed to do so by the CSA. The Exporter can then terminate the contract if processing relates to personal data covered under the Clauses.

Clause 14

reiterated (as it is a ground for non-compliance). And if such a condition is verified during the execution of the contract, the contract shall be terminated by returning the data to the exporter in accordance with the instructions given by the exporter.

Clause 4(k)

becomes aware of any importer information changing, and/or any local laws which may prevent or limited the Importer complying with its obligations in the IDTA.

Section 8.3

The Exporter must ensure and demonstrate that the IDTA (including any Security Requirements and Extra Protection Clauses) provides Appropriate Safeguards.

Section 8.2.1

The Importer must inform the Exporter as it becomes aware of any Importer Information changing, and/or any Local Laws which may prevent or limit the Importer complying with its obligations in this IDTA.

Section 8.3.4

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15. Access by public authorities

	ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
Notification	<p><i>Optional: The Importer shall respond to enquiries from Enforcement Authorities regarding processing of personal data in its jurisdictions, including requests to access or correct personal data.</i></p> <p>Clause 4.3</p>	<p>In so far domestic law of Importer allows, the Importer shall notify the Exporter and, where possible the Data subject promptly or use its best efforts to do so if it is compelled to preserve, grant access, make available or disclose Personal data transferred from the Exporter to a Third party including to a public authority.</p> <p>If prohibited to notify, the Importer shall use its best efforts, and document them (in order to be able to demonstrate them to the Exporter on request), to obtain a waiver of the interdiction.</p> <p>If possible under destination country laws, the Importer shall regularly provide as many information as possible to the Exporter on these requests.</p> <p>The Importer agrees to preserve the information listed above for the duration of the contract and make it available to the competent Supervisory authority on request.</p> <p>Clause 23(1)</p>	<p>Importer must inform Exporter and where possible the Data Subject, if received legally binding request from a public authority or becomes aware of direct access by public authorities.</p> <p>If prohibited to notify, the Importer shall use its best efforts, and document them, to obtain a waiver of the interdiction.</p> <p>If possible under destination country laws, Importer shall regularly provide as many information as possible to the Exporter on these requests.</p> <p>The Importer shall retain for the duration of the contract the above information and provide it to the CSA upon request.</p> <p>Clause 15</p>	<p>The Importer must inform Exporter if received legally binding request from a public authority or becomes aware of direct access</p> <p>If forbidden to notify, Importer shall use its best efforts, and document them, to obtain a waiver of the interdiction.</p> <p>Clause 11(d).</p>	<p>To the extent that it is not prohibited by applicable laws (to the extent that it does not exceed what it is necessary in a democratic society), the Importer must notify the Exporter of every access request received from law enforcement authorities.</p> <p>Clause 3(h)</p>	<p>If the Importer is required by a court or government agency under any laws to disclose or use the transferred data in a way that would not otherwise be permitted by this agreement, then to the extent that law allows the Importer must notify the Exporter to give it the opportunity to contest that legal requirement.</p> <p>Clause 5.3</p>	<p>If allowed in local Laws and reasonable to do so, must inform without undue delay: Exporter, Third Party Controller; and where the Importer is a Controller any relevant data subjects (Section 23)</p> <p>In so far as local laws allow, must keep record of access and eventual challenges and provide copy of the record if requested and on Review Date to Exporter and ICO.</p> <p>Section 24 provides details on notification process where required to notify any other party in the IDTA.</p>

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Review of legality and data minimisation

<p>The Importer shall review the legality of any request for disclosure, in particular whether it is within the powers granted to the requesting public authority, and to challenge the request if there are reasonable grounds to do so, and similarly appeal if possible.</p> <p>Pending the determination of any challenge the Importer shall, to the extent available under domestic legislation, seek interim measures to suspend the effects of the request.</p> <p>The Importer shall document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, shall make the relevant documentation available to the Exporter. It shall also make it available to the competent Supervisory authority on request.</p> <p>When responding to a request for disclosure, the Importer shall, having complied with the duty in 23.2, and confirmed the lawfulness of the request provide, only the information which is necessary to respond to the request, in accordance with the domestic legislation.</p> <p>Clause 23(2)</p>	<p>The Importer agrees to review the legality and to challenge any request for disclosure if there are reasonable grounds to do so, and similarly to appeal if possible. Pending the determination of any challenge, the Importer shall seek interim measures to avoid disclosing personal data.</p> <p>The Importer shall document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, shall make the relevant documentation available to the Exporter. It shall also make it available to the competent Supervisory authority on request.</p> <p>The Importer agrees to provide the minimum of information possible.</p> <p>Clause 15.1(c)</p>	<p>The Importer agrees to review the legality and challenge any request for disclosure if there are reasonable grounds to do so.</p> <p>Clause 11(d).</p>	<p>The Importer must immediately verify that the requesting authority offers adequate guarantees in compliance with the principles of Article 4 of the Law n°25.326 (data quality), and with the data subjects' rights except in the cases:</p> <ul style="list-style-type: none"> - provided for by law or by a decision based on the protection of the defence of the nation, public order and security, or the protection of the rights and interests of third parties; - by means of a substantiated decision notified to the person concerned, where they may hinder judicial or administrative proceedings in progress relating to the investigation of the fulfilment of judicial or administrative obligations concerning public order. 	<p>Importer may give access to data, unless reasonable to challenge the request on the basis that there are significant grounds to believe it unlawful.</p> <p>Section 23.2</p>
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Comparative tables – Contractual Clauses for transfers from Controllers to Controllers

Clause 4(i)

Comparative tables – Contractual Clauses for transfers from Controllers to Controllers

16. Non-compliance with the Clauses and termination

ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
<p>Both entitled to terminate the contract when:</p> <ul style="list-style-type: none"> Compliance of a party would imply breach of its obligation under the law of the country of processing Final decision with no further appeal from competent court on breach of contract The other Party is in material breach of any obligation under Clauses The other Party ceases its activity or announce it 	<p>Each Party shall promptly inform the other Party/ies if it is unable to comply with these Clauses, for whatever reason.</p> <p>If the Exporter has clear information that the Importer is in breach of these Clauses or unable to comply with these Clauses, it shall suspend the transfer of Personal data to the Importer under these Clauses until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 22.6 (see below).</p>	<p>The Importer must inform promptly the Exporter of its inability to comply with Clauses. The Exporter shall then suspend the transfer until compliance is ensured again.</p> <p>The Exporter is entitled to terminate contract insofar as it concerns the processing of personal data under these Clauses, where:</p> <ul style="list-style-type: none"> Suspension due to inability of Importer to comply and conditions are not restored in a reasonable time (max 1-month) 	<p>The Importer must inform promptly the Exporter of its inability to comply with Clauses. The Exporter shall then suspend the transfer until compliance is ensured again.</p> <p>The Exporter is entitled to terminate contract insofar as it concerns the processing of personal data under these Clauses, where:</p> <ul style="list-style-type: none"> Suspension due to inability of Importer to comply and conditions are not restored in a reasonable time (max 30 days) 	<p>In case the Importer cannot comply with its obligations under this contract, the Exporter must</p> <ul style="list-style-type: none"> temporarily suspend the transfers, until the Importer has remedied to the non-compliance within a period of time to be fixed by the supervisory authority according to the seriousness of the non-compliance, and notify the supervisory authority of this fact. <p>The contract is deemed to be terminated, and the Exporter must notify the CSA before the CSA intervenes in cases where:</p> <ul style="list-style-type: none"> the transfer has been temporarily suspended by the Exporter for more than 30 days; compliance with the Clauses and the applicable law by the 	<p>If the Importer is in breach of the Clauses, the Exporter may suspend any further transfer to the Importer, until it has corrected the breach.</p> <p>Clause 1.8</p> <p>The Exporter can terminate this agreement by giving a written notice to the Importer if:</p> <ul style="list-style-type: none"> A suspension due to a breach of the Clauses by the Importer lasts more than 30 days; or 30 days after the notification by the Exporter of a persistent or material breach of the Clauses by the Importer, the Importer fails to demonstrate to the Exporter's reasonable satisfaction that all necessary changes have been made; or 	<p>Obligation for Each Party to notify the other in writing if it has breached the IDTA or it should reasonably anticipate that it may breach this IDTA.</p> <p>If IDTA no longer provides Appropriate Safeguards the parties in accordance with Section 9.2 must without undue delay:</p> <ul style="list-style-type: none"> pause transfers and processing of transferred data whilst a change to the tables is agreed (the importer may retain a copy of the transferred data during this pause) agree a change to Part one: Tables or Part two: Extra Protection Clauses which will maintain the Appropriate Safeguards. <p>If Exporter breaches IDTA and this has a Significant Harmful Impact, the</p>
Clause 6	<p>The Exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:</p> <ul style="list-style-type: none"> Suspension due to inability of Importer to comply and conditions are not restored in a 	<ul style="list-style-type: none"> Substantial or permanent breach by the Importer The Importer fails to comply with binding decision of a CSA or competent court regarding its obligations <p>In this case, obligation to inform the CSA of such non-compliance. If multi-</p>	<ul style="list-style-type: none"> Substantial or permanent breach by the Importer The Importer fails to comply with binding decision of a CSA or competent court regarding its obligations <p>In this case, obligation to inform the CSA of such non-compliance.</p>			

Comparative tables – Contractual Clauses for transfers from Controllers to Controllers

<p>reasonable time (max 1-month)</p> <ul style="list-style-type: none"> Substantial or permanent breach by the Importer the Importer fails to comply with binding decision of a CSA or competent court regarding its obligations <p>In these cases, obligation to inform the CSA of such non-compliance. If multi-party, only with the Party in breach, except if the other agrees Clause 24(1-4)</p> <p>The Exporter shall suspend the Transfer if it considers that no appropriate safeguards for such Transfer can be ensured, or if instructed by the competent Supervisory authority to do so. In this case, the Exporter shall be entitled to terminate the contract, insofar as it concerns the Processing of Personal data under these Clauses. If multi-party, only with the Party in breach, except if the other agrees. Where the</p>	<p>party, only with the Party in breach, except if the other agrees.</p> <p>Clause 16</p>	<p>Clause 12</p>	<p>Importer is incompatible with the laws or reglementary rules of the country of destination;</p> <ul style="list-style-type: none"> a final and definitive decision, against which no appeal can be lodged to an Argentine court or the CSA, finding that the importer or exporter is in breach of the contract; the importer is in breach of these Clauses in a substantial or persistent way with its obligations under these Clauses. <p>In the first three cases above, the Importer can also proceed to the termination of the contract without intervention of the CSA.</p> <p>Without prejudice to the exercise of any other rights which may be available to it against the Importer, the Exporter can terminate these Clauses if:</p> <ul style="list-style-type: none"> the receivership or liquidation of the 	<ul style="list-style-type: none"> The Exporter reasonably considers that the Importer is subject to one or more laws that have a material adverse effect on the protections intended in the Clauses; or Compliance by the Importer with its obligations under this agreement would put it in breach of one or more laws that apply to the Importer; or The Importer undergoes an insolvency event (see def, p.13) <p>Clause 7.2</p> <p>The Importer may terminate this agreement by giving written notice to the Exporter if</p> <ol style="list-style-type: none"> the Exporter has persistently or materially breached this agreement, <u>and</u> the Importer has notified the Exporter requiring the 	<p>Exporter must take steps without undue delay to end the significant harmful impact and if that is not possible to reduce the significant harmful impact as much as possible. The Exporter must suspend transfer until there is no ongoing risk of a significant harmful impact on relevant data subjects and if impossible without undue delay, end of the IDTA (Section 28)</p> <p>If Importer breaches IDTA and this has a Significant Harmful Impact, the importer must take steps to end impact or reduce, and until end of impact, Exporter must suspend sending data. If there is no correction without Undue delay, the exporter must end the IDTA. The importer must notify the third-party receiver (where there is one) and if they are the exporter’s processor or (sub)processor, request deletion or secure return to the exporter (Section 27).</p>
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Comparative tables – Contractual Clauses for transfers from Controllers to Controllers

contract is terminated pursuant to this Clause, Clauses 24.4 and 24.5 shall apply.

Clause 22(6)

Importer has been requested, whether it is in a personal capacity or as an employer, and this request has not been dismissed within the time limit for that purpose in accordance with the applicable legislation;

- the settlement order is deemed to be;
- a trustee in bankruptcy is appointed;
- an administrator is appointed for some of its assets;
- the importer has filed for a declaration of bankruptcy;
- or is in an analogous situation before any court or tribunal.

The Parties agree that the termination of this contract for any reason whatsoever shall not release them from their obligations and conditions relating to the processing.

Clause 8

matter to be addressed, and (3) at the end of 30 days following that notice, the Exporter has failed to demonstrate to the Importer's reasonable satisfaction that all necessary changes have been made to prevent a recurrence.

Clause 7.3

Opt: Parties can agree on the inclusion of additional rights for them to terminate the agreement, over and above what is included in Clause 7. E.g.: the Exporter or the Importer could terminate the agreement on not less than 30 days' notice

Part 1 (Details) ^p5-6

Section 29 provides that the IDTA may end:

- at the end of the term stated in Table 2.
- if Table 2 allows the parties to end the IDTA by providing written notice to each other (at the end of the notice period stated);
- by written agreement between the parties that it will end
- If ICO produce new IDTA and it has been selected as an option
- Failure by a Party to correct breach
- Inability of Importer to comply due to Local Laws

Comparative tables – Contractual Clauses for transfers from Controllers to Controllers

In case where an access request is received by the Importer from a third country authority and that this authority does not provide adequate guarantees,

- the Argentinian law prevails, and
- the Importer must terminate the processing in the third country and return the data to the Exporter according to its instructions and notify the DPA.

Clause 4(i)(b)

In case of non-compliance of the Importer with data subjects' third-party beneficiary rights, the data subjects can request the Exporter to undertake appropriate actions to bring the non-compliance to an end.

Clause 5(b)

In the event that the Importer revokes, or fails to comply despite being notified by the Exporter

Comparative tables – Contractual Clauses for transfers from Controllers to Controllers

				within a peremptory period of five working days, with the rights and powers granted to third party beneficiaries, such fact shall be cause for automatic termination of this Agreement.		
				Clause 5(d)		
<p>Importer must cease to retain or return the data, and confirm it has done so to Exporter by writing.</p> <p>Clause 6</p>	<p>In this event, the Importer shall delete or return the transferred data at the demand of the Exporter. The same shall apply to any copies of the data.</p> <p>The Importer shall certify the deletion of the data to the Exporter. Until the data is deleted or returned, the Importer shall continue to ensure compliance.</p> <p>In case of local laws that prohibit the return or deletion of the transferred data, the Importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law. The Exporter should be notified of the relevant local law and the</p>	<p>In this event, the Importer shall delete or return the transferred data at the demand of the Exporter. The same shall apply to any copies of the data.</p> <p>The Importer shall certify the deletion of the data to the Exporter. Until the data is deleted or returned, the Importer shall continue to ensure compliance.</p> <p>In case of local laws that prohibit the return or deletion of the data, the Importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.</p> <p>Clause 16</p>	<p>In this event, Importer shall delete or return the data at the demand of the Exporter. The same shall apply to any copies of the data.</p> <p>The Importer shall certify the deletion of the data to the Exporter. Until the data is deleted or returned, the Importer shall continue to ensure compliance.</p> <p>In case of local laws that prohibit the return or deletion of the data, the Importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.</p> <p>Clause 12</p>	<p>Destruction or return of the data to the Exporter (depending on what is agreed by the Parties in Annex A) in the event of</p> <ul style="list-style-type: none"> the end of the contract; the impossibility to comply with Law n°25.326; <p>Clause 4(k)</p>	<p>Despite any termination or expiry, all terms of the agreement will continue to apply to the transferred data that the Exporter sent to the Importer during the period from the Start Date up to and including the End Date.</p> <p>The terms will stop applying once the Importer has securely and permanently deleted or destroyed all of the transferred data.</p> <p>Clause 7.4</p> <p><i>Opt: Parties can agree on two separate consequences of termination of the Clauses:</i></p> <ul style="list-style-type: none"> All related agreements listed in 	<p>Details of how to end and what to do after are contained in sections 30 and 31.</p> <p>The Exporter must stop sending the transferred data to the importer and delete/return.</p>

Comparative tables – Contractual Clauses for transfers from Controllers to Controllers

required retention period.

Clause 24(4)

- Part 1 also terminate at the End Date*
- *Promptly following the End Date, the Importer will securely delete or destroy all transferred data, and notify the Exporter that it has done so.*

Part 1 (Details) p 6

Either Party may revoke its agreement to be bound by the Clauses in the event of a decision of the European Commission under Article 45(3) GDPR or of GDPR becoming part of the legal framework of the country of destination.

Comparative tables – Contractual Clauses for transfers from Controllers to Controllers

17. Governing laws

ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
Laws of a specified ASEAN country.	Law of the country of the Exporter. In case the law of the country of the Exporter does not allow for Third party beneficiary rights, Parties shall indicate a law that ensures third-party beneficiary rights. Clause 25	The law of an EU Member State, provided it allows for third-party beneficiary rights. Clause 17	The Personal Data protection law of the Exporter's jurisdiction.	Laws of Argentina, in particular Law n°25.326, its regulatory rules and provisions of the national directorate for the protection of personal data. Clause 6	New Zealand Law. Clause 8.1	Law of the UK country specified in Tab 2. If no specification, England and Wales.

18. Choice of forum and jurisdiction

ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
<i>Optional: Any conflict to be resolved via a selected method.</i> Clause 5.3	Any dispute arising from these Clauses shall be resolved by the courts of [____]. Possibility for data subjects to bring legal proceedings against Exporter/Importer in his/her country of residence. The Parties agree to submit themselves to the jurisdiction of such courts. Clause 26 It is possible to resort to Arbitration. Clause 27	Specify the courts of which MSs that shall resolve any dispute arising from these Clauses. Possibility for data subjects to bring legal proceedings against Exporter/Importer in his/her MSs of residence. Clause 18	<ul style="list-style-type: none"> Resolution of conflicts through courts of the jurisdiction of the Exporter. Possibility for data subjects to bring legal proceedings against Exporter/Importer in either country of Exporter or its country of residence. <p>When bringing legal action against only the Importer, they can also do so in the Importer's country.</p>	Argentinian judicial and administrative jurisdiction. Clause 5(b) + 6	Non-exclusive jurisdiction of the New Zealand courts. Clause 8.1	Non-exclusive jurisdiction of the courts of the UK country chosen in Tab 2. Exporter and Data subjects can bring claim in any court in any country with jurisdiction to hear the claim. Importer can only in the UK Courts set out in Tab 2. Possible to elect to refer any dispute arising out of or in connection with this IDTA to final resolution under the Rules of the London Court of International Arbitration (Section 35.1).