



GPA

Global Privacy Assembly

Global Frameworks and Standards Working Group

Annual report annex 2

Comparative tables – Contractual Clauses for transfers
from Controllers to Processors

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Comparative tables – Contractual Clauses for transfers from Controllers to Processors

ANNEX 2

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-PROCESSOR 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-Processor 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-processor 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.

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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 Transfer S2: Controller to Controller Transfer	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 Transfer S2: Controller to Processor Transfer	Two distinct sets S1: Controller to Controller Transfer S2: Controller to Processor Transfer	A unique set with no distinction between Controller-to-Controller and Controller-to-Processor scenarios.	No modules. All transfers 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 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></p>	The Parties are <ul style="list-style-type: none"> the Exporter; and the Importer <p>Additional Parties can be added.</p>	Parties: <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</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 7	Clause 5	Clause 6	with the designation of Lead Party/Parties.
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. Transfers are detailed in this Annex.	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	Clause 2	If the Importer is a Processor or Sub-Processor instructed by the Exporter: the Exporter must ensure that, on or before the Start Date and during the term, there is a linked agreement which is enforceable between the parties and which complies with Article 28 UK GDPR (and which they will ensure continues to comply with Article 28 UK GDPR).
		The Clauses are not adapted to transfers to international organisations.	The SCCs do not apply to transfers to an importer whose processing is subject to the GDPR.	Clause 6	Clause 4	
		The SCCs are not adapted to transfers to international organisations.	Clause 1			

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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>Parties can add details and characteristics of the transfers in new annexes after signing the clauses.</p> <p>Clause 2</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</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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amendment could 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> <ul style="list-style-type: none"> • Exporter: Clauses 2.1 and 2.4 (obligations of data exporter except optional clause on accuracy and completion 2.2, measures during transmission) • Importer: Clauses 3.5 (transfer to Exporter of enquiries of data subjects) • Sub-processors: Clauses 2.1, 2.4 and 3.5 when both Importer and Exporter have ceased their operations <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 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 8.1(b) and 8.9(a), (c), (d), (e) • Clause 9(a), (c), (d), (e) • Clause 12(a), (d), (f) • 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 15</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 3(a)</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 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 4.1.	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.		Clauses 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>The Importer must only process the transferred data for the Purposes described in Appendix</p> <p>Clause 3.2.</p>	<p>The Importer shall process the data only for the specific purpose(s) set out in Annex 1, unless on further instruction from the Exporter.</p> <p>Clause 9</p>	<p>The Importer shall process data only for purposes set out in Annex I.B, unless on further instructions from the Exporter.</p> <p>Clause 8.2.</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; • Vital interests of a natural person. <p>Clause 6.3</p>	<p>The Importer warrants that it processes de data for the purposes described in Annex A.</p> <p>Clause 5(e)</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>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>See below Right to a copy of the MCCs.</p>	<p>See below Right to a copy of the SCCs.</p>	<p>See right to a copy of the MCCs below.</p> <p>In any case, the Importer has the responsibility to inform the data subject of its existence.</p> <p>Clause 6.4</p>	<p>Exporter has informed the data subjects that their personal data may be transferred to a third country with a lower level of data protection.</p> <p>Clause 4(e).</p>		<p>If the importer is a Processor or Sub-Processor instructed by the Exporter: the Exporter must ensure that, on or before the Start Date and during the term, there is a linked agreement which is enforceable between the parties and which</p>

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Clause 2.1						complies with Article 28 UK GDPR (and which they will ensure continues to comply with Article 28 UK GDPR) ((Section 1.4)
Accuracy and data minimisation	<p><i>Optional: Personal data is accurate and complete, to the extent necessary for the purposes of transfer under the contract.</i></p> <p>If the Importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the Exporter without delay. In this case, the Importer shall cooperate with the Exporter to erase or rectify the data without delay.</p> <p>Clause 11</p>	<p>If the Importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the Exporter without undue delay. In this case, the Importer shall cooperate with the Exporter to erase or rectify the data.</p> <p>Clause 8.4.</p>	<p>If the Importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the Exporter without undue delay. In this case, the Importer shall cooperate with the Exporter to erase or rectify the data.</p> <p>Nothing specified for Exporter.</p> <p>Clause 6.5</p>		<p>The Importer must only collect transferred information as reasonably necessary for lawful purposes connected with its functions or activities.</p> <p>Clause 1.1</p> <p>The Importer will take reasonable steps to ensure that the Transferred data is accurate, up to date, complete, relevant and not misleading before using it.</p> <p>Clause 1.4</p>	<p>If the importer is a Processor or Sub-Processor instructed by the Exporter: the Exporter must ensure that, on or before the Start Date and during the term, there is a linked agreement which is enforceable between the parties and which complies with Article 28 UK GDPR (and which they will ensure continues to comply with Article 28 UK GDPR) ((Section 1.4)</p>
Storage limitation	<p>Importer will return personal data or cease to retain personal data in manner approved by Exporter, upon termination of contract or completion of processing. Importer agrees to confirm in writing with Exporter</p> <ul style="list-style-type: none"> • Only for the duration specified in Annex 1 • Then, deletion or return of the data, and compliance as long as it is not done <p>In case of domestic laws applicable to the importer that prohibit</p>	<ul style="list-style-type: none"> • Only for duration specified in Annex I.B. • Then, deletion or return of the data, and compliance as long as it is not done <p>Clause 8.5.</p>	<ul style="list-style-type: none"> • Only for duration specified in Annex B. • Then, deletion or return of the data, and compliance as long as it is not done <p>If law of importer forbids deletion or return for a</p>	<p>Destruction or return of the data to the Exporter in the event of the end of the contract.</p> <p>Clause 5(l)</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 	<p>If the importer is a Processor or Sub-Processor instructed by the Exporter: the Exporter must ensure that, on or before the Start Date and during the term, there is a linked agreement which is enforceable between the</p>

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<p>once action has been taken to cease to retain such personal data.</p> <p>Clause 3.8</p>	<p>return or deletion of the personal 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 domestic law. The exporter should be notified of the relevant domestic law and the required retention period. Only the minimum amount of personal data should be retained to comply with domestic law.</p>	<p>In case of local laws applicable to the Importer that prohibit return or deletion of the personal data, the Importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law.</p> <p>Clause 16(d)</p>	<p>specific period of time, compliance with agreement must be ensured during that period.</p> <p>Clause 6.11</p>		<p>event/date” specified in the Part 1 (Details). The Importer will promptly notify the Exporter when it has deleted the transferred data.</p> <p>Clause 1.5</p>	<p>parties and which complies with Article 28 UK GDPR (and which they will ensure continues to comply with Article 28 UK GDPR).</p> <p>Section 1.4</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Sensitive data</p>	<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>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</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. 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</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</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;</p>

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	<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>safeguards adapted to the specific nature of the data and the risks involved, and describe them in Annex I.B.</p>	<p>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>The Importer must apply specific restrictions and/or additional safeguards adapted to the specific nature of the data and the risks involved and describe them in Annex C.</p> <p>Clause 6.8 and 1.4 (definitions)</p>		<p>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 Part 1 in relation to Sensitive Data.</p> <p>Clause 1.6</p>	<p>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.</p> <p>Section 8.1.2</p>

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6. Security

	ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
General obligations	<p>Obligations for Importer, to implement reasonable and appropriate technical, administrative and operational and physical measures, consistent with applicable laws, to ensure confidentiality, integrity and availability of the transferred data. Clause 3.9</p> <p>During transmissions only for Exporter: technical/operational measures. Clause 2.3</p> <p><i>Optional: The Importer agrees to take reasonable steps to comply with adequate security standards prescribed by the Exporter.</i> Clause 3.4</p>	<p>Obligations for the Importer, and during transmission also for the Exporter, to:</p> <ul style="list-style-type: none"> Implement appropriate 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. 	<p>Obligations for Importer, and during transmissions only, also for Exporter:</p> <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 Agree on technical and organisational measures tabled in Annex II and make regular checks of their effectiveness. Restrict on staff accessing the data / Confidentiality <p>The Importer shall carry out regular checks to ensure that these measures continue to</p>	<p>Obligations for Importer, and during transmissions only for Exporter:</p> <ul style="list-style-type: none"> List of elements to consider in assessing the level of security Agreement 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 <p>The Importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.</p> <p>Clause 6.6-7</p>	<p>The Importer warrants it has set in place the necessary and effective means of security and confidentiality</p> <ul style="list-style-type: none"> to prevent any loss of, unauthorised access to, processing, modification or disclosure of the transferred data; to allow the detection of deviations, whether intentional or not, and whether the risks arise from human action or from the technical means used. <p>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.</p>	<p>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</p> <p>Clause 1.3</p> <p>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</p>	<p>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.</p> <p>Table 4: part 1 lists the security requirements for transmission, storage and processing. In addition, it lists the organisational security measures, technical security minimum requirements and updates to the security requirements.</p> <p>Part 2 of Table 4, allows the insertion of extra protection clauses agreed between the parties for extra technical security protections, extra</p>

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<p>In the case of pseudonymisation, the additional information for attributing personal data to a specific data subject shall, where possible, remain under the control of the Exporter.</p> <p>Importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.</p> <p>The Importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security and shall update them where this is no longer the case</p>	<p>provide an appropriate level of security.</p> <p>Clause 8.6.</p>	<p>Clause 5(b)</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 5(c)</p>	<p>organisational protections and extra contractual protections.</p>
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Comparative tables – Contractual Clauses for transfers from Controllers to Processors

	and inform the Exporter on the result of such checks and relevant changes made in relation thereto.						
	Clause 13(1)-(2)						
Personal data breach	<p>The Importer is responsible for and must implement the security measures mentioned above, in particular against risks of Data Breaches. Clause 3.9</p> <p>It is the Importer’s obligation to notify Exporter in case it becomes aware of a breach, within specified delays (either “without undue delay” or “within a reasonable time period specified by the Parties”). Clause 3.10</p>	<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 freedoms of Data subjects, Assist Exporter in complying with its obligation under its 	<p>In the event of a data breach resulting in risk, the Importer shall</p> <ul style="list-style-type: none"> adopt measures to address the breach and mitigate adverse effects notify the Exporter assist the Exporter <p style="text-align: center;">Clause 8.6(c)</p>	<p>In the event of a data breach, the Importer must:</p> <ul style="list-style-type: none"> adopt mitigating measures notify the Exporter (list of contents included) collaborate with the Exporter. <p style="text-align: center;">Clause 6.6</p>	<p>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 be detected.</p> <p>The Importer must notify the Exporter of every accidental or unauthorized access.</p> <p style="text-align: center;">Clause 5(b) et (i)(2)</p>	<p>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) as soon as practicable after becoming aware that a such a data breach has occurred, but:</p> <ul style="list-style-type: none"> if it is not reasonably practicable for that 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 	<p>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. these steps must comply with the Exporter’s instructions and the linked agreement and be in cooperation with the Exporter and any Third-Party Controller ensure that the Security Requirements still provide aa level of security which is appropriate to the risk of a personal data breach occurring and the

Comparative tables – Contractual Clauses for transfers from Controllers to Processors

<p>domestic legal framework.</p> <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 shall instead make a public communication or take a similar measure whereby the Data subjects are informed in an equally effective manner). <p>Clause 13(4)-(6)</p>		<p>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 required from the Recipient under the Privacy Act if the Recipient was subject to the Act. <p>If the Importer is responsible for notifying Individuals under clause 3.1 but fails to give notice when required</p>	<p>impact on relevant data subjects of such a personal data breach.</p> <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>The importer must assist the exporter (and any third-party controller) so the exporter (or any third-party controller) can inform relevant data subjects or the ICO or any other relevant regulator or authority about the importer personal data breach without undue delay.</p> <p>(Section 15)</p>
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Comparative tables – Contractual Clauses for transfers from Controllers to Processors

under that clause, the Exporter may give notice on behalf of the Importer.

The Importer may need to notify privacy breaches under local data laws. Nothing in the Clauses reduces any obligation the Importer 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 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 these Clauses.

Clause 3.1-4

Comparative tables – Contractual Clauses for transfers from Controllers to Processors

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Comparative tables – Contractual Clauses for transfers from Controllers to Processors

7. Organisational obligations

	ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
Ability to satisfy obligations / Responsibility principle	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 this contract. Clause 7.1	The Importer shall process the personal data only on documented instructions from the Exporter. The Exporter may give such instructions throughout the duration of the Clauses. Clause 8.1	Exporter must warrant that it has used reasonable efforts to determine that the Importer is able to satisfy its obligations Clause 8	Exporter must warrant that it has used reasonable efforts to determine that the Importer is able to satisfy its obligations Clause 6.2(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 4(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. If the importer reasonably requests, the Exporter must provide it with a copy of any TRA.
	Each Party agrees to comply with all applicable AMS Law in connection with the performance of its obligations under this contract. Clause 7.2	The Importer shall immediately inform the Exporter if it is unable to follow those instructions. Clause 8.2	Obligation of information in case Importer unable to comply with its instructions Clause 8.1	Obligation to continuously review for the Importer Clause 6.2(c)	The Exporter must provide the Importer with a copy of the Argentinian laws applicable to the relevant data processing. Clause 4(d)	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. Clause 4(b)	<ul style="list-style-type: none"> its obligations a set out in the Clauses are legal, valid, binding, and enforceable in accordance with the Clauses.

Comparative tables – Contractual Clauses for transfers from Controllers to Processors

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 5(f)

Importer warrants that it will process the data on behalf of the Exporter and in compliance with its instructions and the Clauses.

Clause 5(a)

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

Clause 5(h)

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

Comparative tables – Contractual Clauses for transfers from Controllers to Processors

						must end the IDTA by written notice on the importer
						Section 9.2
Instructions	<p>Importer shall only process the transferred data in compliance with instructions from Exporter.</p> <p>Clause 3.1</p>	<p>The Importer shall process the personal data only on documented instructions from the Exporter. The Exporter may give such instructions throughout the duration of the Clauses.</p> <p>Clause 8.1</p> <p>The Importer shall immediately inform the Exporter if it is unable to follow those instructions.</p> <p>Clause 8.2</p>	<p>Importer shall only process the transferred data on documented instructions from Exporter.</p> <p>Clause 8.1</p>	<p>Importer shall only process the transferred data on documented instructions from Exporter.</p> <p>Clause 6.1</p>	<p>Importer shall only process the transferred data on behalf of the Exporter and in compliance with its instructions and the Clauses.</p> <p>Clause 5(a)</p>	<p>The Importer shall only process the transferred data on documented instructions from the Controller as per the linked agreement</p> <p>Section 17.3 and Article 28(3) UK GDPR</p>
	<p><i>Optional: At the reasonable request of Exporter, information sharing for Importer to Exporter, and assistance in the audit/review processes.</i></p> <p>Clause 3.6</p>	<p>Each Party must be able to demonstrate compliance with its obligations under these Clauses. To this end, the Importer shall keep appropriate documentation of the Processing activities carried out on behalf of the Exporter. The Importer shall promptly</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 CSAs on request.</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 CSAs on request.</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</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</p>

Comparative tables – Contractual Clauses for transfers from Controllers to Processors

<p>and adequately deal with enquiries from the Exporter that relate to the Processing under these Clauses. In particular, the Parties, which should document it and make this documentation available to competent CSAs on request.</p>	<p>Obligation of information sharing for Importer to Exporter, and assistance in the audit/review processes.</p> <p>Clause 8.9.</p>	<p>Obligation of information sharing for Importer to Exporter, and assistance in the audit/review processes. Information and specially audits to be made available promptly to CSAs too.</p> <p>Clause 6.10</p>	<p>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 5(g)</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 exporter or the authority.</p> <p>Clause 5(ñ)</p>	<p>in Linked Agreement (Section 12.1.5); cooperation with ICO (Section 12.1.6) and Third-Party Controller too.</p> <p>Section 12.1.6</p>
<p>Obligation of information sharing for Importer to Exporter, and assistance in the audit/review processes at the Exporter’s request.</p>				
<p>The Exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities, which may involve the checking of all physical and digital systems, applications or measures related to data processing and data security including, if it is implied, the use of algorithms or algorithmic processing of the Data</p>				

Comparative tables – Contractual Clauses for transfers from Controllers to Processors

importer and shall, where appropriate, be carried out with prior notice.

The Importer guarantees that it has carefully considered the impact the intended Processing might have on the rights and fundamental freedoms of Data subjects prior to the commencement of such Processing, according to the circumstances of the specific Transfer, and has taken the necessary and appropriate technical and organisational measures to comply with these Clauses, and to demonstrate such compliance to the competent Supervisory authority/ies.

Clause 16

Comparative tables – Contractual Clauses for transfers from Controllers to Processors

8. Onward transfers

ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
<p>The Importer must not disclose or transfer personal data to third parties, including sub-processors, unless it has informed the Exporter of this and provided reasonable opportunity for the Exporter to object.</p> <p>Clause 3.2</p> <p>Disclosure to third parties may only occur if they are also subject to the same obligations as the Importer.</p> <p>Clause 3.3</p>	<p>Only if documented instructions from Exporter.</p> <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 in accordance with the provisions in this regard under 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 	<p>Only if documented instructions from Exporter.</p> <p>Authorised only if the third party agrees to be bound by the Clauses, OR if the onward transfer:</p> <ul style="list-style-type: none"> is to a recipient in a country benefitting from an adequacy decision (Article 45 GDPR) is 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 is necessary in order to protect the vital interests of the data subject or of another natural person; OR if the third party ensures appropriate safeguards under Art. 46-47 GDPR 	<p>Only if documented instructions from Exporter.</p> <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 is 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 is necessary in order to protect the vital interests of the data subject or of another natural person ; OR <p>if the third party ensures appropriate safeguards</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>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 extent it does not 	<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 the transfer does not breach the linked Article 28 agreement, 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>The importers does not need to comply with Section 16.1 if it is transferring on transferred data and/or allowing access to the transferred data in accordance with section 23.</p>

Comparative tables – Contractual Clauses for transfers from Controllers to Processors

<p>these safeguards to the Exporter.</p> <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, in a specific case in order to protect the vital interests of the Data subject or of another natural person; <p>All onward transfers must comply with guarantees set up in the agreement, in particular the purpose limitation principle.</p> <p>Clause 15</p>	<p>All onward transfers must comply with guarantees set up in the agreement, in particular the purpose limitation principle.</p> <p>Clause 8.8</p>	<p>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 5(j)</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> <p style="text-align: right;">(Section 16)</p>
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Comparative tables – Contractual Clauses for transfers from Controllers to Processors

9. Use of sub-processors

ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
<p>The Importer must not disclose or transfer personal data to third parties, including sub-processors, unless it has informed the Exporter of this and provided reasonable opportunity for the Exporter to object.</p> <p>Clause 3.2</p> <p>Disclosure to third parties may only occur if they are also subject to the same obligations as the Importer.</p> <p>Clause 3.3</p>	<p>Either</p> <p>(1) Specific prior authorisation</p> <p>(2) General written authorisation</p> <p>Should engage only through a written contract providing same data protection obligations, and particularly third beneficiary rights and onward transfers.</p> <p>The Importer shall provide a copy of the agreement to the Exporter's request. Importer remains fully responsible to Exporter and obligation of notification in case of sub-processor's failure to comply.</p> <p>Importer shall agree a Third-party beneficiary clause with the Sub-processor whereby – in the event the Importer has factually disappeared, ceased to exist in law or has become insolvent – the Exporter shall have</p>	<p>Either</p> <p>(3) Specific prior authorisation</p> <p>(4) General written authorisation</p> <p>Should engage only through a written contract providing same data protection obligations</p> <p>The Importer shall provide a copy of the agreement to the Exporter's request. Importer remains fully responsible to Exporter and obligation of notification in case of sub-processor's failure to comply.</p> <p>Clause 9</p>	<p>Either</p> <p>(1) Specific prior authorisation</p> <p>(2) General written authorisation</p> <p>Should engage only through a written contract providing same data protection obligations, and particularly third beneficiary rights.</p> <p>The Importer shall provide a copy of the agreement to the Exporter's request. Importer remains fully responsible to Exporter and obligation of notification in case of sub-processor's failure to comply.</p> <p>Clause 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</p> <p>(Section 17)</p>

Comparative tables – Contractual Clauses for transfers from Controllers to Processors

the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data transferred.

Clause 17

omissions in relation to the transferred data.

Clause 2.1

10.Data subject rights²

ASEAN

Council of Europe

European Union

RIPD

Argentina

New Zealand

United Kingdom

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.

Comparative tables – Contractual Clauses for transfers from Controllers to Processors

General	<p>Exporter shall respond to enquiries from data subjects within “reasonable time frame, or frame and manner specified in the Law.</p> <p>Importer shall communicate and refer to Exporter any enquiries and requests from data subjects.</p> <p>The Importer shall provide prompt assistance to the Exporter upon request for the purposes of clause 2.4; and where the Data Importer has agreed in writing, to respond to enquiries and requests from Data Subjects or Enforcement Authorities regarding its Processing of Personal Data when notified by the Exporter.</p> <p>Clause 3.12</p> <p>Parties may rely on the rights accorded to</p>	<p>The Importer shall promptly notify the Exporter of any request it has received from a Data subject. It shall not respond to that request itself unless it has been instructed to do so by the Exporter.</p> <p>The Importer shall assist the Exporter in fulfilling its obligations to respond to data subjects’ requests for the exercise of their rights under the clauses and the Applicable law. In this regard, the parties shall set out in Annex 2 the appropriate measures by which the assistance shall be provided, as well as the scope and the extent of the assistance required.</p> <p>Importer shall comply with the instructions from the Exporter.</p> <p>Clause 18</p>	<p>The Importer shall inform the Exporter of any data subject’s request and deal with them only with its authorisation. Obligation to assist Exporter in fulfilling its obligations.</p> <p>Clause 10</p> <p>Parties may rely on the rights accorded to individuals based on the applicable law.</p>	<p>Importer shall inform Exporter of any data subject’s request and deal with them only with its authorisation. Obligation to assist Exporter in fulfilling its obligations and means to be set in Annex C.</p> <p>Clause 8</p> <p>Parties may rely on the rights accorded to individuals based on the applicable law.</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 4(g) and 5(k)</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 the Importer does not respond.</p> <p>Clause 4(g).</p> <p>The Importer must communicate a contact</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> <p>Taking into account the nature of the processing, the importer will assist the controller by technical and organisational measures, insofar as is possible, for the fulfilment of the controller’s obligation to respond to requests for exercising the data subject’s rights laid down in Chapter III.</p> <p>Article 28(3)(e)</p> <p>Parties may rely on the rights accorded to individuals based on the applicable law.</p>	<p>If the Importer receives a request directly from an individual which relates to the Transferred data it must pass that request on to the Exporter without undue delay. The importer must only respond to that individual as authorised by the Exporter or any Third-Party Controller (Section 21.1)</p>
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Comparative tables – Contractual Clauses for transfers from Controllers to Processors

	<p>individuals based on the applicable law.</p>				<p>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.</p> <p>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.</p> <p>Clause 5(f)</p> <p>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.</p> <p>Clause 5(i)(2)(iii)</p>		
<p>Right to a copy of agreement</p>	<p>Not specified clearly.</p>	<p>Yes.</p> <p>To the extent necessary to protect confidential information, including the measures described in Annex 3 and Personal data, the Exporter may redact part of the text of</p>	<p>Yes.</p> <p>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</p>	<p>Yes. Prior request by data subject, obligation of importer to inform the existence of the agreement, potential exclusion of sections that contain commercial secrets or confidential information.</p>	<p>Yes. Clause 4(h).</p>	<p>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</p>	<p>Yes. Both Parties must provide copy of IDTA, not necessarily Linked Agreement but content of it. Must inform the other Party.</p> <p>It may redact information in the Tables</p>

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	<p>the Annex to these Clauses 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.</p> <p>Clause 10</p>	<p>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</p> <p>Clause 8.3</p>	<p>Clause 6.4.</p>		<p>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.</p> <p>Clause 8.3</p>	<p>or the information provided from the Linked Agreement if it is reasonably necessary to protect business secrets or confidential information, so long as it provides the Relevant Data Subject with a summary of those redactions so that the Relevant Data Subject can understand the content of the Tables or the information provided from the Linked Agreement.</p> <p>Section 18</p>
<p>Right to information about the Importer and its processing (Right of access)</p>	<p>The Importer shall promptly communicate and refer to the Exporter any enquiries and requests from Data Subjects relating to transferred, including requests to access or correct the Personal Data</p> <p>Clause 3.5</p>			<p>Yes. Clause 4 (g)</p> <p>Information: public and free of charge access to the register.</p> <p>Within 10 days for the information</p> <p>Access: free of charge, at intervals of no less than 6 months unless a legitimate interest is demonstrated.</p>	<p>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.</p> <p>Clause 4.1</p> <p>In the case of such a request, the Importer will confirm whether or not it holds any transferred data about the data subject and, if it does, will provide the data subject access to</p>	

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		<p>the information and advise them that they may request correction of their information.</p> <p>Clause 4.2</p>	
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Right to rectification</p> <p><i>Opt. Importer's obligation to correct error/omission in data on request of Exporter within specific delay.</i> Clause 3.7</p> <p>The Importer shall promptly communicate and refer to the Exporter any enquiries and requests from Data Subjects relating to transferred, including requests to access or correct the Personal Data</p> <p>Clause 3.5</p> <p>Obligation for the Exporter Clause 2.4</p>		<p>Yes. Clause 4 (g)</p> <p>Obligation to proceed to the rectification within 5 days</p> <p>Clause 4.1</p> <p>In the case of such a request, the Importer will take reasonable 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</p>	

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			<p>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>Clause 4.3</p>
Right to erasure		<p>Yes. Clause 4 (g)</p> <p>Obligation to proceed to the erasure within 5 days.</p>	
Right to object			
Automated processing			
Limitations and exemptions			<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</p>

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Importer was subject to the Applicable Law.

Clause 4.5

11.Redress for the data subjects

ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
<p>No objection to data subject being represented by another body if it wishes so and it is allowed under Applicable Law.</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 in a country that has ratified the New York Convention on Enforcement of Arbitration Awards.</p> <p>Any possibility to lodge a complaint with an</p>	<p>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 	<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 	<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 3(a)</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</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). 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). Importer must keep details of Importer Data Subject Contact up-to-date and easily publicly available and inform Exporter of changes.

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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, or to refer the dispute to the competent courts.

Clause 19

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.

- 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.

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 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 9.

solve amicably as soon as possible and within the deadlines of the Law n°25.326.

Both Parties commit to attend any non-binding mediation procedure initiated by the data 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 8

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Clause 11	
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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/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. • Importer is liable to the data subject for (non-)material damages that it causes the Data subject by breaching these Clauses. • Exporter is liable to the data subject for any (non-)material damages the Exporter or the Importer (or its Sub-processor) causes the Data subject by breaching these Clauses. This is without prejudice to the liability of the Data exporter under the Applicable law. • In both cases, data subject shall be entitled to receive compensation. • The Parties agree that if Exporter is held 	<ul style="list-style-type: none"> • Liability of the Parties to each other for damages or breach of Clauses • Importer liable to data subject for (non-)material damages it caused by breaching third party beneficiary clauses • The Exporter is liable to the data subject for the damages caused by itself or the Importer. If the damage is caused by the Importer, the Exporter is entitled to claim compensation. • When more than one Party 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 compensation from the other Parties corresponding to 	<ul style="list-style-type: none"> • Liability of the Parties to each other • Importer liable to data subject for (non-)material damages caused by itself • The Exporter is liable to the data subject for the damages caused by itself or the Importer. If the damage is caused by Importer, Exporter is entitled to claim compensation. • When more than one Party responsible, joint and several liability; each Party entitled to claim compensation to the other in that case • The Importer cannot invoke conduct of a (sub-)processor to avoid liability <p style="text-align: center;">Clause 10</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 style="text-align: center;">Clause 6(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; 	<ul style="list-style-type: none"> • Liability of both Parties to data subjects for all material and non-material loss and damage caused directly or indirectly by the importer's breach of the IDTA or breach of any provisions regarding its processing of the transferred data in the linked agreement. • 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

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<p>liable for damages caused by Importer (or its Sub-processor), it shall be entitled to claim back from the Importer that part of the compensation corresponding to the Importer's responsibility for the damage.</p> <ul style="list-style-type: none"> When more than one Party 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 compensation from the other Parties corresponding to their responsibility in the damage. The Exporter remains responsible for the processing where it engages a processor to act on its behalf. The Parties may not invoke the conduct of a sub-Processor to avoid their own liability. 	<p>their responsibility in the damage.</p> <ul style="list-style-type: none"> The Importer cannot invoke misconduct of processor or sub-processor to avoid its own liability. <p>Clause 12</p>	<ul style="list-style-type: none"> An order restraining the Importer from 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; 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>party that part of the compensation corresponding to the other party's responsibility for the damage.</p> <ul style="list-style-type: none"> No exclusion of liability on the basis that the parties have authorised anyone who is not a party to perform any of their obligations. <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>
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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

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Clause 20

Importer was subject to the Applicable Law.

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>Exporter’s obligation to answer to enquiries from Enforcement Authorities as required by applicable laws and within a reasonable time frame or the one required by the applicable law.</p> <p>Clause 2.4</p> <p>The Importer shall provide prompt assistance to the Exporter in answering to the Enforcement Authorities as above, and here it has agreed in writing, to respond to enquiries and requests from Enforcement Authorities regarding its processing of the transferred data when notified by the Exporter.</p> <p>Clause 3.12</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>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. <p>Clause 11.</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>Clause 3(b)</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>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.

Clause 13

The Importer notifies
without delay the
Exporter if applicable laws
forbid him or its sub-
processors to be audited.

Clause 9

The Exporter shall
respond within the
appropriate timeframes
to the request from 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>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 this contract. Clause 7.1</p> <p>Each Party agrees to comply with all applicable AMS Law in connection with the performance of its obligations under this contract. Clause 7.2</p>	<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</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 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</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 12(a) and (b)</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 reiterated (as</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 becomes

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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 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, and of the Importer/Exporter to put in place appropriate measures to address the situation. The 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

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)

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>It is the Importer's obligation to notify and consult the Exporter in case of investigations regarding collection, use, transfer, disclosure, security or disposal of the transferred data, except if prohibited under applicable law.</p> <p>Clause 3.11</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 necessary with the help of the Exporter - 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</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. If possible under destination country laws, Importer shall regularly provide as many information as possible to the Exporter on these requests. 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>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 12(c)</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 (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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possible to the Exporter on these requests.

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.

Clause 23(1)

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.

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.

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.

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

The Importer agrees to review the legality and challenge any request for disclosure if there are reasonable grounds to do so.

Clause 6.5

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:

- 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

Importer may give access to data, unless reasonable to challenge the request on the basis that there are significant grounds to believe it unlawful (Section 23.2)

Review of legality and data minimisation

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	<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>to the Exporter. It shall also make it available to the competent Supervisory authority on request. The Importer agrees to provide the minimum of information possible.</p> <p>Clause 15.1(c)</p>	<p>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> <p>Clause 4(i)</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>			

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16. Non-compliance with the Clauses and termination

ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
<p>Suspension of transfer as long as Importer is in breach of contract and until repair or termination of contract.</p> <p>Exporter entitled to end the contract if:</p> <ul style="list-style-type: none"> Transfer suspended for longer than delay specified Compliance of a party would imply breach of its obligation under the law of the country of processing Importer in material breach of any obligation under Clauses Final decision with no further appeal from competent court on breach of contract Importer ceases its activity or announce it <p>Importer entitled to terminate contract when:</p> <ul style="list-style-type: none"> Transfer suspended for longer than delay specified 	<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 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 	<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) 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>	<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) 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>	<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 in compliance with the rule on suspension in case of non-compliance; 	<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 The Importer reasonably considers that the Importer is subject to one 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 Exporter must take steps</p>

Comparative tables – Contractual Clauses for transfers from Controllers to Processors

<ul style="list-style-type: none"> Compliance of a party would imply beach of its obligation under the law of the country of processing Final decision with no further appeal from competent court on breach of contract Exporter in material breach of its obligations 	<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>party, only with the Party in breach, except if the other agrees.</p> <p>Clause 13</p> <p>Clause 16</p>	<p>Clause 13</p>	<ul style="list-style-type: none"> compliance with the Clauses and the applicable law by the Importer is incompatible with the laws or reglementary rules of the country of destination; 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>more laws that have a material adverse effect on the protections intended in the Clauses; or</p> <ul style="list-style-type: none"> 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>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>Exporter ceases its activity or announce it</p>	<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</p> <p>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,</p>	<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>Clause 7.2</p> <p>The Importer may terminate this agreement by giving written notice to the Exporter if</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>	<p>Without prejudice to the exercise of any other rights which may be available to it against the Importer, the Exporter</p>	<ol style="list-style-type: none"> (1) the Exporter has persistently or materially breached this agreement, <u>and</u> (2) the Importer has notified the Exporter requiring the matter to be addressed, <u>and</u> (3) at the end of 30 days following
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Comparative tables – Contractual Clauses for transfers from Controllers to Processors

except if the other agrees.
Where the contract is terminated pursuant to this Clause, Clauses 24.4 shall apply.

Clause 22(6)

can terminate these Clauses if:

- the receivership or liquidation of the 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

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

Optional: 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)

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

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obligations and conditions relating to the processing.

Clause 8

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 with the view of the cessation of the non-compliance.

Clause 5(b)

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

Destruction or return of the data to the Exporter (depending on what is agreed by the Parties in Annex A) in the event of

- the end of the contract;
- the impossibility to comply with Law n°25.326;

Clause 4(k)

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.

The terms will stop applying once the Importer has securely and permanently deleted or destroyed all of the transferred data.

Clause 7.4

Optional: Parties can agree on two separate consequences of

Importer must securely delete or return the data.

Importer must cease to retain or return the data, and confirm it has done so to Exporter by writing.

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. 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. 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

In this event, the Importer shall delete or return the data at the demand of the Exporter. The same shall apply to any copies of the data. 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. In case of local laws 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

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required under that local law. The Exporter should be notified of the relevant local law and the required retention period.

Clause 24(4)

required under that local law.

Clause 16

required under that local law.

Clause 13

termination of the Clauses:

- *All related agreements listed in 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.

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	The laws of MS of establishment of the Exporter and if does not allow third-party beneficiary rights, another one that is specified.	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	New Zealand Law. Clause 8.1	Law of the UK country specified in Tab 2. If no specification, England and Wales.

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party beneficiary rights,
Parties shall indicate a law
that ensures third-party
beneficiary rights.

Clause 25

protection of personal
data.

Clause 6

Comparative tables – Contractual Clauses for transfers from Controllers to Processors

18.Choice of forum and jurisdiction

ASEAN	Council of Europe	European Union	RIPD	Argentina	New Zealand	United Kingdom
<p><i>Optional: Any conflict to be resolved via a selected method.</i></p>	<p>Any dispute arising from these Clauses shall be resolved by the courts of [_____].</p> <p>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.</p> <p>Clause 26</p> <p>It is possible to resort to Arbitration. Clause 27</p>	<p>Specify the courts of which Member State shall resolve any dispute arising from these Clauses.</p> <p>Possibility for data subjects to bring legal proceedings against Exporter/Importer in his/her Member State of residence.</p> <p>Clause 18</p>	<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>	<p>Argentinian judicial and administrative jurisdiction.</p> <p>Clause 5(b) + 6</p>	<p>Non-exclusive jurisdiction of the New Zealand courts.</p> <p>Clause 8.1</p>	<p>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. Each Party agree to provide updates to the other on claims/complaints brought.</p>