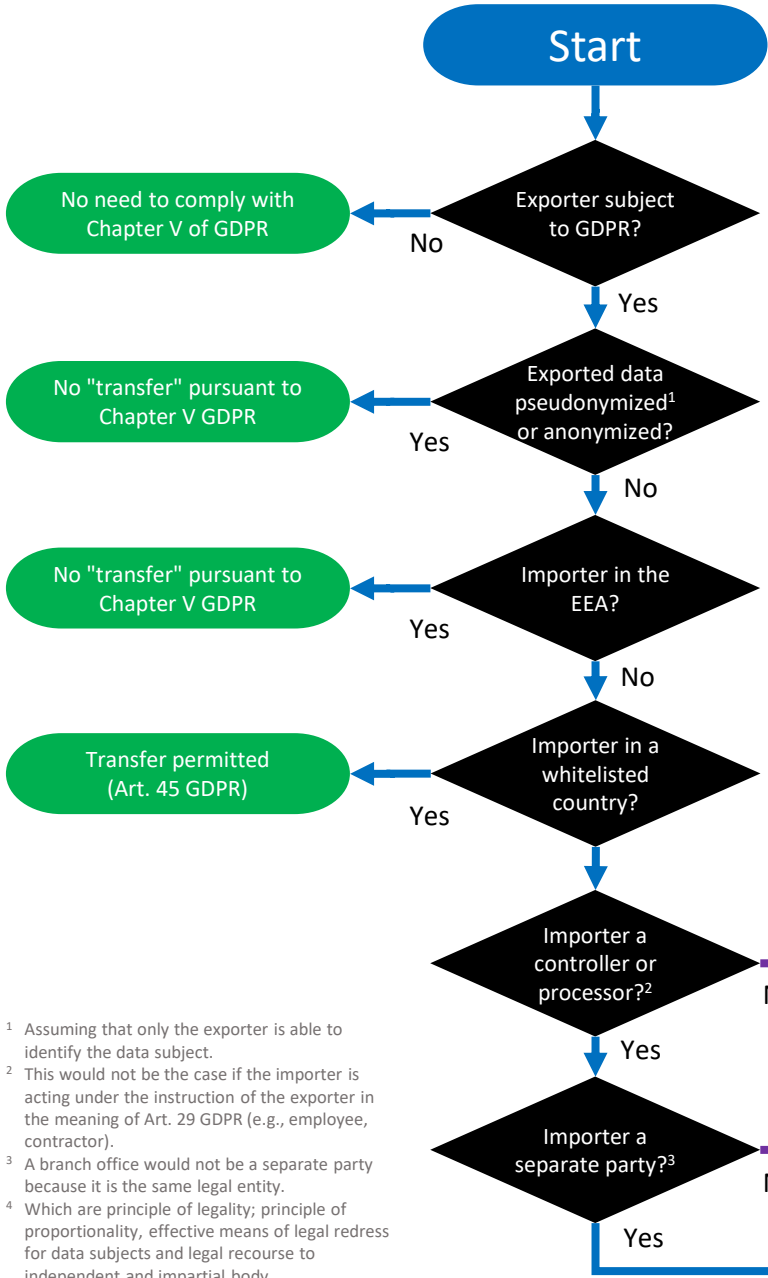


# GDPR: Checking International Data Transfers



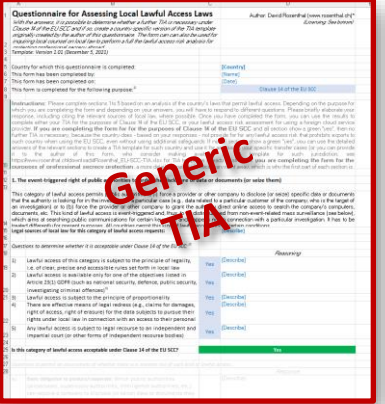
1 Assuming that only the exporter is able to identify the data subject.  
 2 This would not be the case if the importer is acting under the instruction of the exporter in the meaning of Art. 29 GDPR (e.g., employee, contractor).  
 3 A branch office would not be a separate party because it is the same legal entity.  
 4 Which are principle of legality; principle of proportionality, effective means of legal redress for data subjects and legal recourse to independent and impartial body.

**EU Standard Contractual Clauses**

Check pursuant to the importer's local law

by VISCHER

TIA = Transfer Impact Assessment



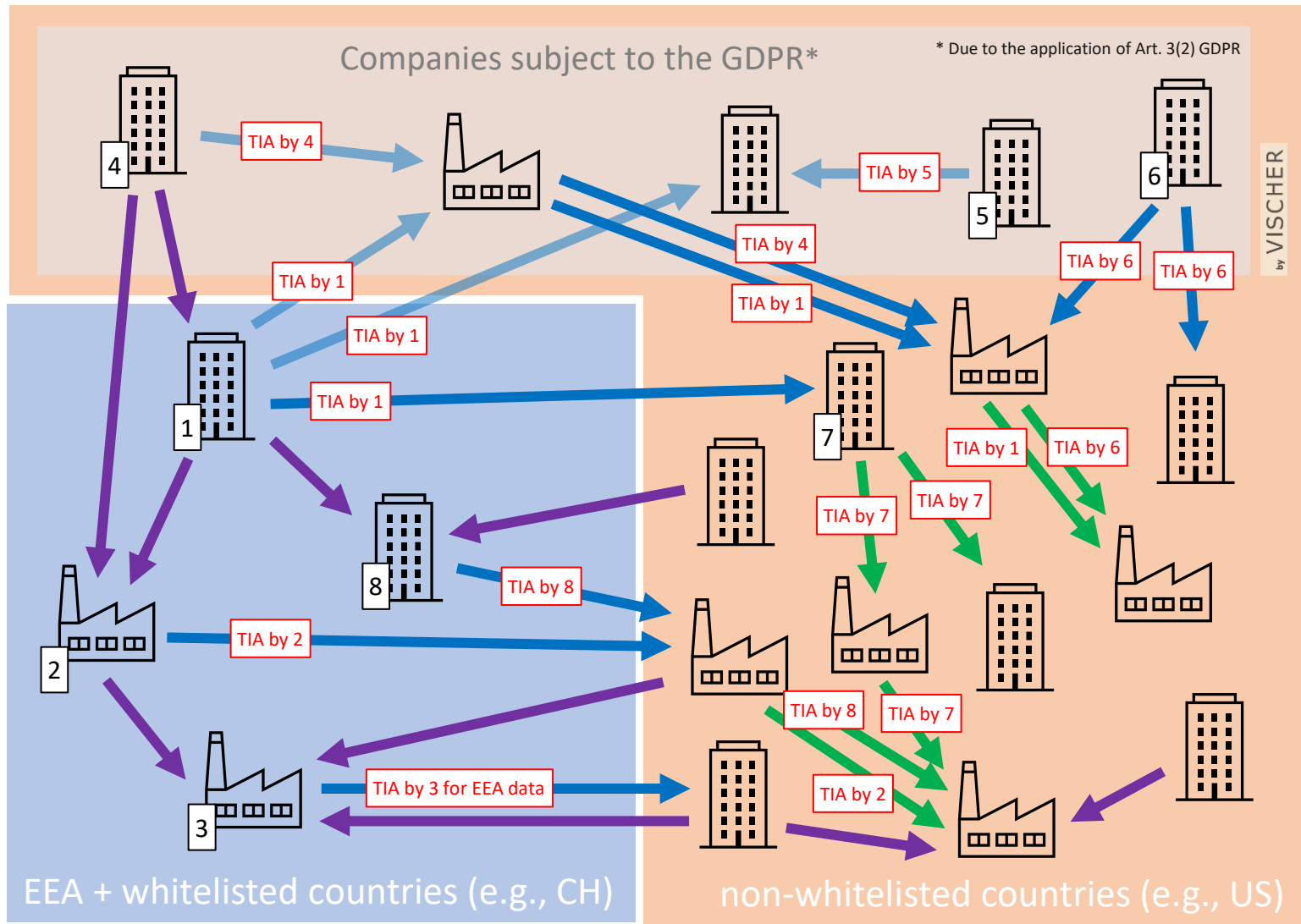
**Generic TIA**

[https://www.rosenthal.ch/downloads/Rosenthal\\_Assessing\\_Lawful\\_Access\\_Laws.xlsx](https://www.rosenthal.ch/downloads/Rosenthal_Assessing_Lawful_Access_Laws.xlsx)  
<https://bit.ly/3JzKzd5>



**Country-specific TIA**

[https://www.rosenthal.ch/downloads/Rosenthal\\_EU-SCC-TIA.xlsx](https://www.rosenthal.ch/downloads/Rosenthal_EU-SCC-TIA.xlsx)  
<https://bit.ly/3JnM4Lb>



- Transfer for which EU SCC have to be entered into (Module 1-4)
  - Transfer for which EU SCC are used, but such use is unofficial ("Recital 7")
  - Onward transfer for which EU SCC or a back-to-back contract can be used
  - Transfer with no transfer restrictions under Chapter V of the GDPR for companies
- TIA by *n* Indicates that a Transfer Impact Assessment needs to be made and the primarily responsible party (*n*)
- Joint or sole  
Controller

Processor or  
Sub-Processor