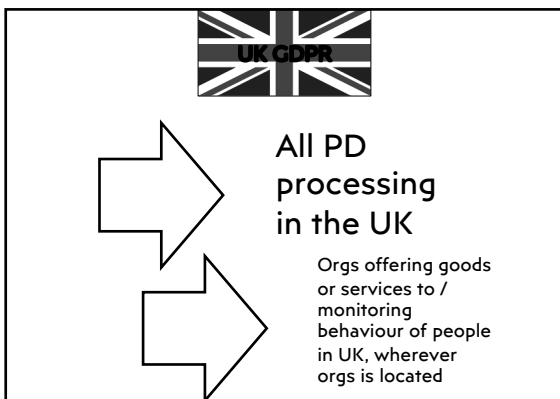
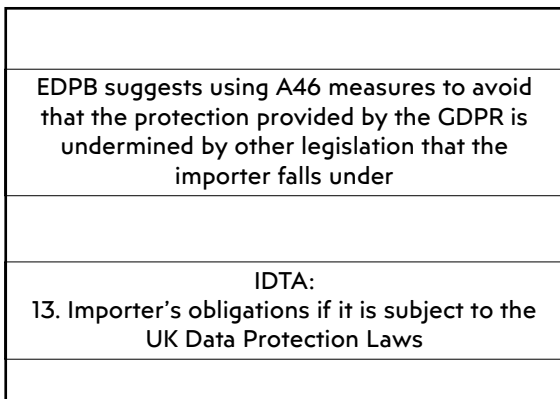




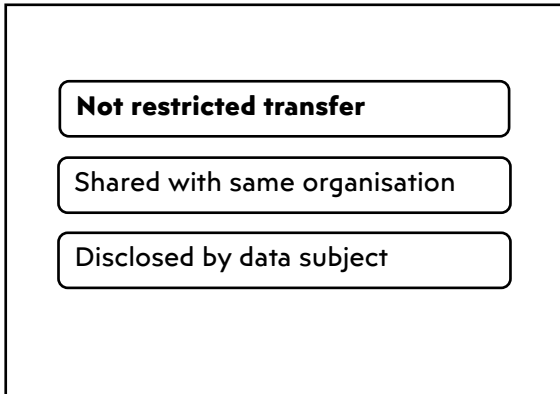
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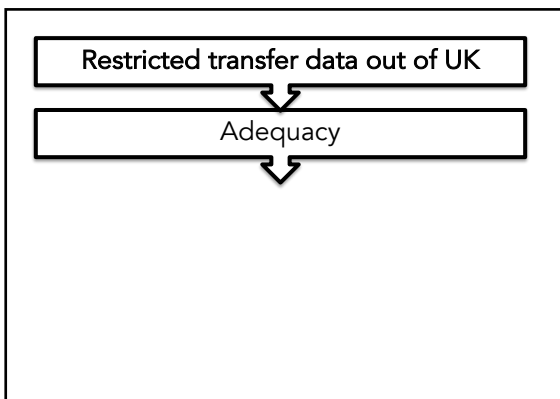
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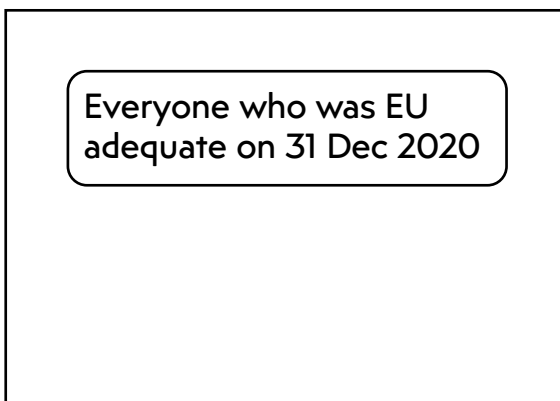
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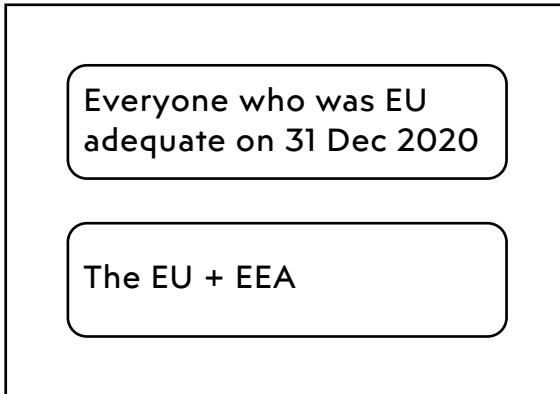
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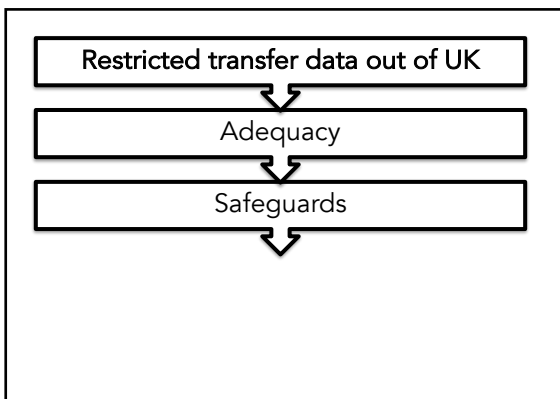
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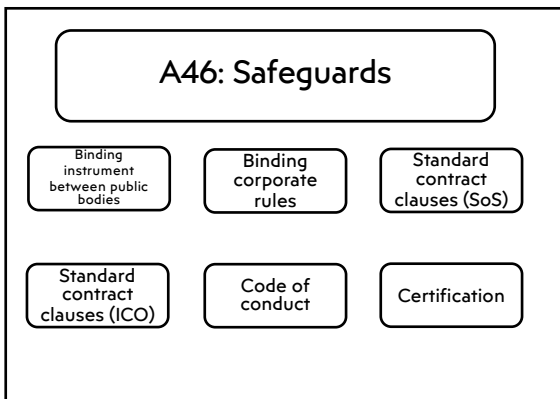
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The IDTA: agreement for transfers out of the UK

The Addendum: makes existing EU SCCs compliant for UK outward transfers

10

Both come into force on March 21st 2022

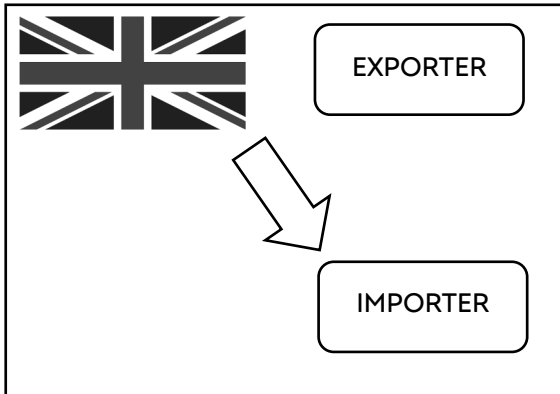
Deadline for replacement 21st March 2024

Can use old SCCs until 21st September 2022

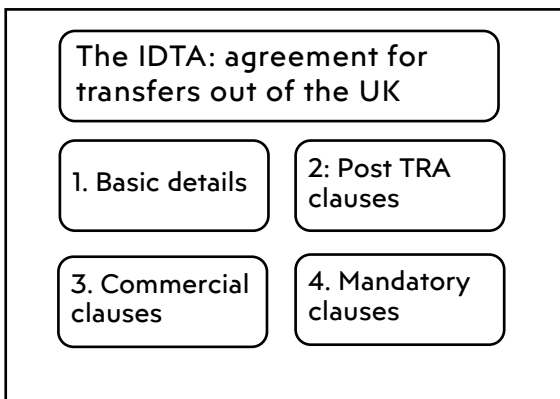
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**The IDTA:
agreement for
transfers out of
the UK**

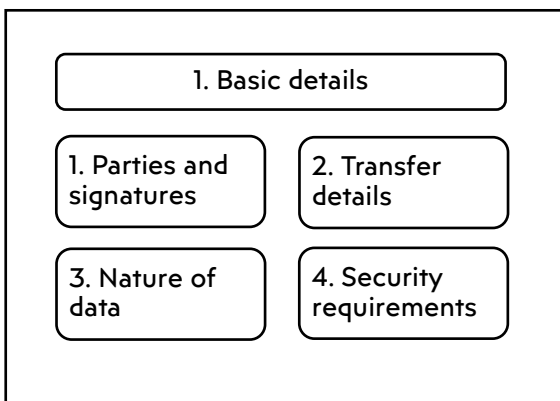
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2. Extra Protection Clauses

Extra clauses	Extra technical security
Extra organisational protections	Extra contractual protections

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3. Commercial Clauses

Clauses where there is no separate commercial agreement

If there is, IDTA calls it 'Linked Agreement'

17

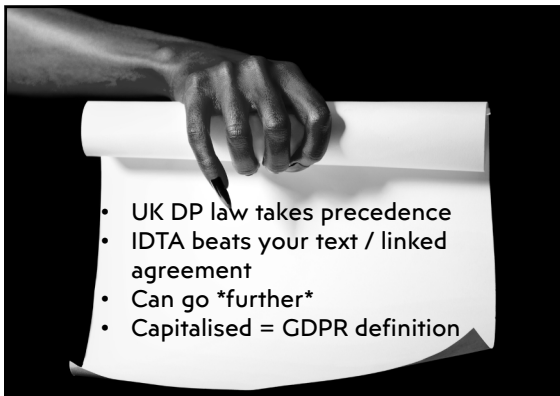
4. Mandatory Clauses

Change nothing except:

Obsolete clauses (processor / controller)

Updates from revised IDTA

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8.3: Importer must:

Provide info

Cooperate for UK DP compliance

Keep local situation under review

Be alert to legal conflicts

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Importer is controller

14: mini GDPR regime

15.2: PDB treatment

15.3: PDB reporting

19: Transparency

20: Subject rights

21

Importer is processor

15.2: Report PDB to exporter

17: Have to comply with linked A28 agreement

21: Route rights requests back to exporter

22

16: Onward transfer controls

Must be in agreement

Consistent with purpose

Doesn't breach agreement

Recipient must respect subject rights

23

26: Breaches of the IDTA

27: Breaches by Importer

28: Breaches by Exporter

24

Final matters
29 – 31: How to end agreement
32: Liability
33: Subject's right to claim
33: ICO's right to claim???

25

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).

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Final matters
29 – 31: How to end agreement
32: Liability
33: Subject's right to claim
33: ICO's right to claim???
34: Where you can claim
35: Arbitration

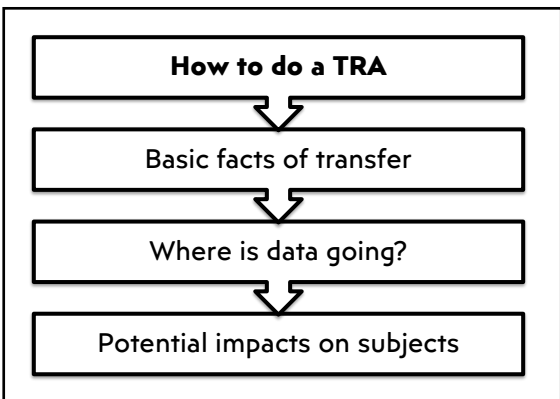
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The Addendum: makes existing EU SCCs compliant for UK outward transfers

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- Crucial test: rule of law
- Regulation of third party access
- Remedies for abuse
- Low risk / low impact

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Red lines

Is processing otherwise GDPR sound?

IDTA must be enforceable

Appropriate protection from third party access

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CANNOT USE THIS TOOL

Multiple countries

New technologies

DPIA required

Human rights concerns

32

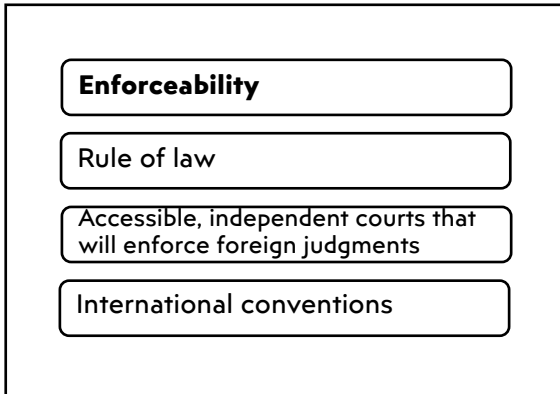
Third party access

Regulation similar to UK or

Access is unlikely or

Risk of harm is low

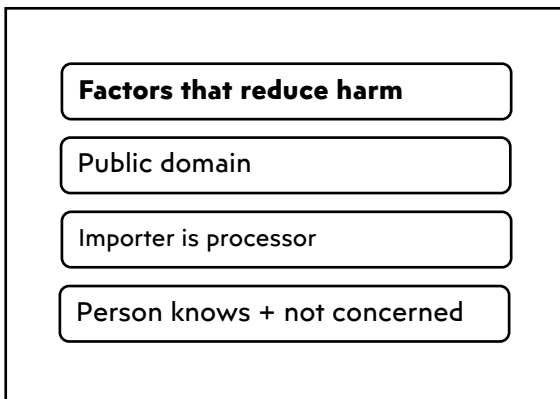
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	Low	Moderate	High
Staff	Staff contact data	CV, payroll	Special cats
Consumers	Public / consumer contact data	Order history, credit score	Special cats
Professional	Professional contact data	Order history, credit score	Bank details
Patients		Contact data	Health data

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Factors that increase harm

- Vulnerable subjects
- Risk of harm to others
- Large volume of data

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Can you nail importer with UK court order?

- Same group
- Subject to professional codes
- Regulators
- "Reputable global company"
- ICO code or certification

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	Basic	Enhanced	Significant
Access control	Password	Encryption	Encryption + split data
Data changes	Minimisation	Pseudonymisation	Split datasets
Contract	Complaints scheme	Exporter can be sued in UK	Can sue importer direct

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Is the destination country's regime similar enough to the UK's in terms of regulating third party access?

i.e. Investigatory Powers Act 2016

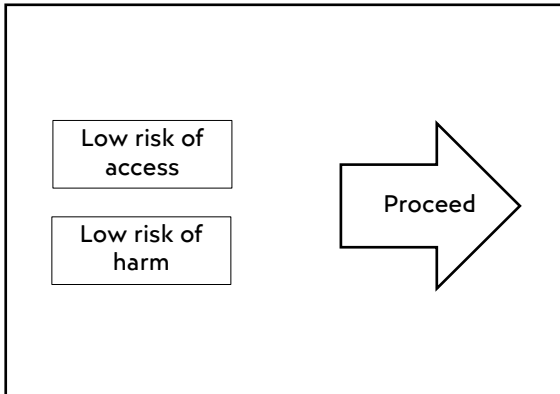
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Safeguards for rights	Enforceable rights
Regulated access by third parties	Clear enforceable access rights
Companies regulated by courts	Judicial challenge
Workplace monitoring is regulated	Oversight
Access only for limited, justified purposes	Judicial oversight
Safeguards over public sector sharing	Data regulator with powers
	Surveillance is transparent
	DP / Human Rights law

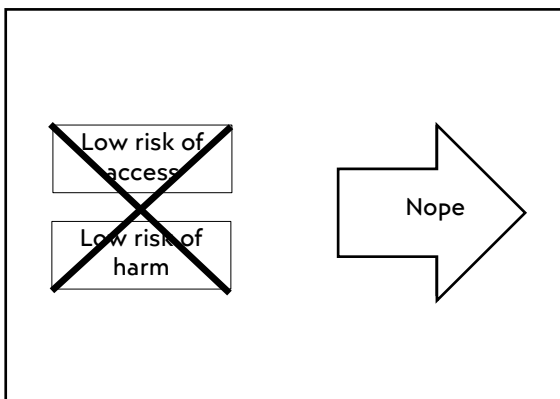
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Likelihood of access
Has it ever happened?
Similar orgs don't get requests
Data is in public domain
Easier to get data elsewhere
No evidence of large scale access
Technical blocks (e.g. encryption)

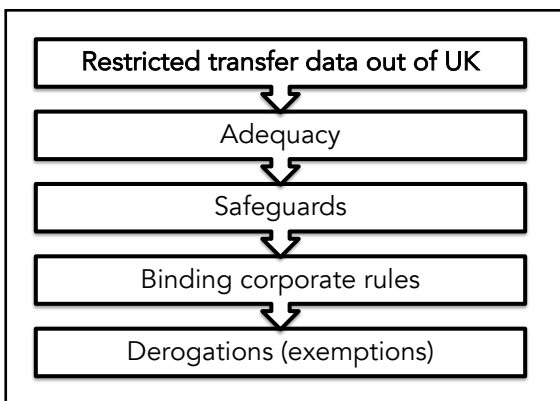
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Article 49
Exemptions for occasional processing

Consent	Contract	Public interest
Legal claims	Vital interests	Public registers

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SUMMARY

- Track all non-adequate international disclosures
- Ensure all processors have A28 agreements
- Ask whether transfers are necessary
- Low risk transfers are allowed
- EU Adequacy may be transitional

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Contact me for advice and training



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