

OC&C STRATEGY CONSULTANTS

International Data Transfer Agreement and Standard Contractual Clauses

LAST UPDATED: 1 May 2026

1. Purpose, scope, and incorporation

- 1.1. These transfer terms (Transfer Terms) apply to Restricted Transfers of Personal Data between the Parties where an Agreement incorporates or links to these Transfer Terms. For these purposes, the Parties are the OC&C entity and the client entity that are parties to the relevant engagement letter, terms of business, statement of work, or other binding client agreement (the Agreement).
- 1.2. These Transfer Terms are intended to support client-facing transfers between the Parties. They do not apply to, or form part of, any transfer of Personal Data between OC&C and any sub-processor, vendor, supplier, or other downstream third party engaged by OC&C. Those arrangements are dealt with in the relevant supplier documentation. References to sub-processors in these Transfer Terms are included only to complete the relevant client-to-OC&C transfer clauses where OC&C acts as processor.
- 1.3. The full text of the applicable Transfer Instrument is not reproduced in this document. Instead, the Parties incorporate by reference the source versions identified in section 2, with the elections, completions, and supplemental details set out in these Transfer Terms. The applicable Transfer Instrument is deemed executed by the Parties when the Agreement is executed or otherwise accepted.
- 1.4. Any capitalised term not defined in these Transfer Terms has the meaning given to it in the Agreement, including any applicable data protection addendum or data processing agreement (DPA). References to data exporter and data importer are to the Party sending and receiving the relevant Restricted Transfer, respectively.
- 1.5. If there is any conflict between the applicable Transfer Instrument and the Agreement, the applicable Transfer Instrument will prevail to the extent of the conflict. The Agreement and DPA continue to apply where they provide additional protections, commercial provisions, or Article 28 GDPR processor terms that do not contradict the applicable Transfer Instrument.

2. Source texts incorporated by reference

Instrument	Source version incorporated	Official source
UK IDTA	International Data Transfer Agreement, Version A1.0, in force 21 March 2022, issued by the Information Commissioner under section 119A(1) of the Data Protection Act 2018.	ICO official version: https://ico.org.uk/media2/migrated/4019538/international-data-transfer-agreement.pdf
EU SCCs	Standard contractual clauses for the transfer of personal data to third countries under Regulation (EU) 2016/679, as set out in the Annex to Commission Implementing Decision (EU) 2021/914 of 4 June 2021.	EUR-Lex official version: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj

If a mandatory change to a Transfer Instrument is required by applicable Data Protection Laws, the Parties will apply that change to the extent legally required.

3. Module map

Set	Transfer scenario	Applicable instrument	Primary contractual route
SET I	UK Restricted Transfers between the Parties, in any role configuration.	UK IDTA	General Terms, DPA, or Agreement
SET II	EEA Restricted Transfers between the Parties where the data exporter is a controller and the data importer is a controller.	EU SCCs, Module One: Controller to Controller	General Terms
SET III	EEA Restricted Transfers between the Parties where the data exporter is a controller and the data importer is a processor.	EU SCCs, Module Two: Controller to Processor	DPA
SET IV	EEA Restricted Transfers between the Parties where the data exporter is a processor and the data importer is a controller.	EU SCCs, Module Four: Processor to Controller	DPA or Agreement, as applicable
Not covered	Transfers between OC&C and its sub-processors, vendors, suppliers, or other downstream third parties.	Not applicable under these Transfer Terms	Supplier documentation

Only the Set that matches the actual transfer, roles of the Parties, and applicable data protection law applies. For UK Restricted Transfers, SET I applies and the UK position is dealt with through the IDTA, not through SET IV.

4. SET I: UK IDTA

4.1 Application

SET I applies to UK Restricted Transfers of Personal Data between the Parties in any role configuration where the UK GDPR applies and the transfer is not otherwise covered by adequacy regulations or another lawful transfer mechanism.

4.2 Completion of IDTA Tables

IDTA section	Completion
Table 1: Parties and signatures	Exporter and Importer are the Parties to the Agreement, as determined by the direction of the relevant Restricted Transfer. Party names, addresses, registration details, signatures, and contact details are as set out in the Agreement. OC&C data protection contact: data.protection@occstrategy.com. Start date: the effective date of the Agreement, unless the Agreement states otherwise.
Table 2: Transfer details	UK governing law and primary place for legal claims: England and Wales. Exporter and Importer status: as determined by the Parties' actual roles under the Agreement or DPA. Linked Agreement: the Agreement, the General Terms (where applicable), and the DPA (where applicable), which together constitute the Linked Agreement for the purposes of the IDTA. Term: the duration of the Agreement and any period during which a Restricted Transfer continues. Review dates: on material changes to the transfer or the law of the importer's country.
Further transfers by Importer	Further transfers may be made only as permitted by the IDTA and the Agreement. Where OC&C is acting as processor, the general authorisation in the DPA for the engagement of sub-processors, including the agreed list and notice/objection process, operates as the Exporter's prior written consent for the purposes of section 17.2 of the IDTA. This authorisation does not make these Transfer Terms a supplier or vendor transfer agreement.
Table 3: Transferred Data	For controller-to-controller transfers: the Personal Data, Data Subjects, purposes, and retention periods are those arising in connection with the Agreement and the relevant transfer. For controller-to-processor and processor-to-controller transfers: these details are as set out in Annex 1 to the DPA and any supplementary details in the Agreement.
Table 4: Security Requirements	For controller-to-controller transfers: each Party's appropriate technical and organisational measures, taking into account the nature of the transfer and its obligations under applicable Data Protection Laws. For controller-to-processor and processor-to-controller transfers: the measures set out in Annex 3 to the DPA and any additional agreed security measures in the Agreement. The data importer may from time to time update its technical and organisational measures, including in response to evolving security technologies, threats, or industry standards, provided that any such update does not materially reduce the overall standard of security.
Part 2: Extra Protection Clauses	Any additional technical, organisational, or contractual safeguards expressly agreed by the Parties in writing in the Agreement. In the absence of express written agreement, no Extra Protection Clauses apply. A transfer risk assessment carried out by either Party does not, of itself, impose any Extra Protection Clauses on the other Party.
Part 3: Commercial Clauses	The commercial provisions of the Agreement apply, provided they do not reduce the appropriate safeguards required by the IDTA.
Part 4: Mandatory Clauses	The Mandatory Clauses of the IDTA are incorporated unchanged by reference to the source version identified in section 2.

5. SET II: EU SCCs, Module One - controller to controller

5.1 Application

SET II applies to EEA Restricted Transfers of Personal Data between the Parties where both Parties act as independent controllers. This is the module intended to align with the controller-to-controller transfer wording in the General Terms.

5.2 Elections and completions

Provision	Election or completion
Clause 7	The optional docking clause applies. An entity may accede to these Transfer Terms as a Party by completing and executing the docking clause in the form set out in the EU SCCs, provided that the acceding entity is (i) an affiliate of either Party, or (ii) any other entity agreed by the Parties in writing. Acceding entities are bound by these Transfer Terms from the date of accession.
Clause 11	The optional independent dispute resolution language does not apply.
Clause 13	The competent supervisory authority is determined in accordance with Clause 13 of Module One, based on the data exporter's circumstances. By way of default, where the data exporter is established in an EU Member State, the competent supervisory authority is the supervisory authority of that Member State; where the data exporter is not established in the EU but has a representative designated under Article 27 of the EU GDPR, the competent supervisory authority is the supervisory

	authority of the Member State in which the representative is established; and in all other cases, the competent supervisory authority is the Irish Data Protection Commission. The Parties may agree an alternative competent supervisory authority in the Agreement.
Clause 17	Option 1 applies. The EU SCCs shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland.
Clause 18	Disputes will be resolved before the courts of Ireland, without prejudice to a data subject's rights under Clause 18(c).
Annex I.A	Data exporter and data importer: the Party transferring or receiving the Personal Data under the relevant Restricted Transfer. Role: controller. Party details, contact details, activities, signatures, and dates are as set out in the Agreement or the circumstances of the transfer.
Annex I.B	Categories of Data Subjects and Personal Data, purposes, frequency, retention, and any sensitive data are as set out in the Agreement, the General Terms, or the circumstances of the relevant transfer. This may include business contact data, personnel data, data contained in correspondence, reports, due diligence materials, and other Personal Data disclosed or made available in connection with the Services. No sensitive data is transferred unless expressly identified in the Agreement, consistent with Annex 1 to the DPA.
Annex I.C	As set out for Clause 13 above.
Annex II	The technical and organisational measures are the measures implemented by the data importer to protect the Personal Data, together with any additional measures agreed in the Agreement. Where the DPA applies to the same engagement, Annex 3 to the DPA may also be used as supporting detail.

6. SET III: EU SCCs, Module Two - controller to processor

6.1 Application

SET III applies to EEA Restricted Transfers of Personal Data between the Parties where the data exporter is a controller and the data importer is a processor, including where the Client transfers Personal Data to OC&C for processing under the DPA.

6.2 Elections and completions

Provision	Election or completion
Clause 7	The optional docking clause applies. An entity may accede to these Transfer Terms as a Party by completing and executing the docking clause in the form set out in the EU SCCs, provided that the acceding entity is (i) an affiliate of either Party, or (ii) any other entity agreed by the Parties in writing. Acceding entities are bound by these Transfer Terms from the date of accession.
Clause 9	Option 2: general written authorisation applies. The data importer has the data exporter's general written authorisation to engage sub-processors from the agreed list in Annex 2 to the DPA. The data importer must notify the data exporter in writing of any intended addition or replacement to that list at least 14 calendar days before the proposed engagement of the relevant sub-processor, so that the data exporter has sufficient time to object before the sub-processor is engaged in accordance with clause 3.3 of the DPA. Any shorter notice period requires the data exporter's prior written approval.
Clause 11	The optional independent dispute resolution language does not apply.
Clause 13	The competent supervisory authority is determined in accordance with Clause 13 of Module Two, based on the data exporter's circumstances.
Clause 17	Option 1 applies. The EU SCCs shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland.
Clause 18	Disputes will be resolved before the courts of Ireland, without prejudice to a data subject's rights under Clause 18(c).
Annex I.A	Data exporter: the Controller under the relevant transfer. Data importer: the Processor under the relevant transfer. Party details, contact details, activities, signatures, and dates are as set out in the Agreement and the DPA.
Annex I.B	The categories of Data Subjects, categories of Personal Data, sensitive data, frequency, nature and purposes of processing, retention period, and sub-processor transfer details are as set out in Annex 1 to the DPA and any supplementary details in the Agreement.
Annex I.C	As set out for Clause 13 above.
Annex II	The technical and organisational measures are as set out in Annex 3 to the DPA and any additional agreed security measures in the Agreement.
Annex III	The authorised sub-processors are the sub-processors listed in Annex 2 to the DPA, as updated in accordance with the DPA. Annex III is completed for client authorisation purposes only and does not govern downstream Restricted Transfers between OC&C and those sub-processors. Annex III is automatically updated by operation of the sub-processor change procedure in clause 3.3 of the DPA, without further amendment to these Transfer Terms being required.

7. SET IV: EU SCCs, Module Four - processor to controller

7.1 Application

SET IV applies to EEA Restricted Transfers of Personal Data between the Parties where the data exporter is a processor and the data importer is a controller. SET IV does not apply to UK Restricted Transfers, which are covered by SET I.

7.2 Elections and completions

Provision	Election or completion
Clause 7	The optional docking clause applies. An entity may accede to these Transfer Terms as a Party by completing and executing the docking clause in the form set out in the EU SCCs, provided that the acceding entity is (i) an affiliate of either Party, or (ii) any other entity agreed by the Parties in writing. Acceding entities are bound by these Transfer Terms from the date of accession.
Clause 11	The optional independent dispute resolution language does not apply.
Clause 13	Not used in Module Four.
Clause 17	The EU SCCs shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland.
Clause 18	Disputes will be resolved before the courts of Ireland, without prejudice to a data subject's rights under Clause 18(c).
Annex I.A	Data exporter: the Processor under the relevant transfer. Data importer: the Controller under the relevant transfer. Party details, contact details, activities, signatures, and dates are as set out in the Agreement and the DPA.
Annex I.B	The categories of Data Subjects, categories of Personal Data, sensitive data, frequency, nature and purposes of transfer, and retention period are as set out in Annex 1 to the DPA and any supplementary details in the Agreement.
Annex I.C	Not applicable to Module Four.
Annex II	The technical and organisational measures are as set out in Annex 3 to the DPA and any additional agreed security measures in the Agreement.
Annex III	Not applicable to Module Four.

8. Supplementary provisions

8.1 Transfer risk assessments

Each data exporter is responsible for carrying out any transfer risk assessment required by applicable Data Protection Laws. The data importer will provide reasonable information and cooperation requested by the data exporter to support that assessment and ongoing compliance. Each Party will bear its own costs of carrying out, and providing reasonable cooperation in respect of, transfer risk assessments.

8.2 Suspension and mitigation

If a Party reasonably determines that the applicable Transfer Instrument no longer provides appropriate safeguards for a Restricted Transfer, the Parties will work in good faith to agree reasonable supplementary measures. If appropriate safeguards cannot be ensured, the data exporter may suspend the relevant Restricted Transfer and/or terminate the Agreement to the extent it relates to the affected processing, subject to the applicable Transfer Instrument and the Agreement. Nothing in this Section 8.2 limits any rights or obligations of either Party under the applicable Transfer Instrument, including the suspension and termination rights provided by the EU SCCs and the IDTA.

8.3 Execution and duration

No separate signature is required for the Transfer Instruments where the Agreement has been validly entered into, including by deemed acceptance under any contract formation provision in the General Terms or other applicable terms of business. The applicable Transfer Instrument applies for the duration of the relevant Restricted Transfer.

8.4 No downstream transfer coverage

For the avoidance of doubt, these Transfer Terms do not appoint, authorise, or bind any OC&C sub-processor, vendor, supplier, or other downstream third party as a data importer under these Transfer Terms. Any such arrangements are documented separately between OC&C and the relevant third party.

8.5 Liability

As between the Parties, any liability arising under or in connection with the applicable Transfer Instrument is subject to the limitations, exclusions, and caps on liability set out in the Agreement (including, where applicable, the General Terms), except to the extent that doing so is prohibited by the applicable Transfer Instrument or applicable Data Protection Laws. Nothing in this Section 8.5 limits or excludes any rights or remedies available to a data subject under the applicable Transfer Instrument or applicable Data Protection Laws, or any liability that cannot be limited or excluded by law.