Version 1.0, June 30, 2022

Operation Number:

Date:

Checklist examination AVV

Designation:

Processor:

No standard

keyword

1 Article 28

paragraph 3

Subsection 1

p. 1

AVV will

closed

sen and applies

for all work

works

reference

in GCU

Fulfills

□ separately

□ Part of the Terms and Conditions

□ mandatory in the ordering process

□

Not fulfilled

□ only optional

□ AVV does not cover all processing of

pbD, for example after termination of the AVV or the

Main contract continued processing

□

2 Article 28

paragraph 3

Subsection 1

p. 1

legally binding

for the order

processor

□ Contract

□ other binding legal instruments

ment under Union law or

Member State law, and

that is:

□

3 Article 28

Section 9

GCU in writing/

electronic

□ Paper with signatures (incl. all

Attachments with mandatory content)

□ Paper with signatures is

□ Contract documents with mandatory content

□ in the ordering process □ only referenced in the AVV

No standard

keyword

reference

in GCU

Fulfills

Not fulfilled

scanned (including all attachments with mandatory

content)

□ Contract documents with mandatory content

□ in the ordering process □ only linked in the AVV

□ Vendor sends complete AVV

by e-mail (incl. all attachments with

mandatory content)1

□ Customer can download complete AVV

download, e.g. as a PDF (incl. all attachments

layers with mandatory content)1

□

□ Customer entries cannot be downloaded

□ Reference for mandatory content to □ Main contract

□ VVT □ other document that contains the

requirement not met

□ general/supplementary reference to □ main

contract □ other document that the

Form requirement not met[2]

□ Reference to information provided as part of the

contractual relationship were made (without

these were properly attached)

□

subject of

processing

4 Article 28

paragraph 3

Subsection 1

p. 1

□ unclear: AVV refers to the main contract for mandatory content, for which it is unknown whether the

Form requirements met[3]

□ precise and, as far as can be seen, fully

□ mentioned, but insufficient (□ incomplete

called constantly

□ imprecise)

□ reference to main contract; main

trag is attached (correctly, → 3).

and contains sufficient information

□ Reference to □ not □ not correct (→ 3)

attached main contract

□ Reference to information provided as part of the

1 The provider must also save the AVV.

2 Due to the general/supplementary reference, these also become part of the AVV and are therefore subject to the statutory

formal requirements.

During the examination, the situation can arise that the form is only known with regard to the AVV, but not with regard to other

documents that

be referenced for mandatory content of the AVV. For a complete legal review, the form of the GCU must be examined as part

of the review

documents are checked. If this further check is not carried out, it can be ticked that the fulfillment of the form is unclear.

Checklist GCU

Version 1.0

No standard

keyword

reference

in GCU

Fulfills

Not fulfilled

□ Reference to VVT; VVT is (molded

right, → 3) attached and contains

sufficient information

□

contractual relationship were made (without

these were attached in the proper form, → 3)

□ Reference to □ not □ not correct (→ 3)

□ Reference to main contract, which does not specify

attached VVT

contains

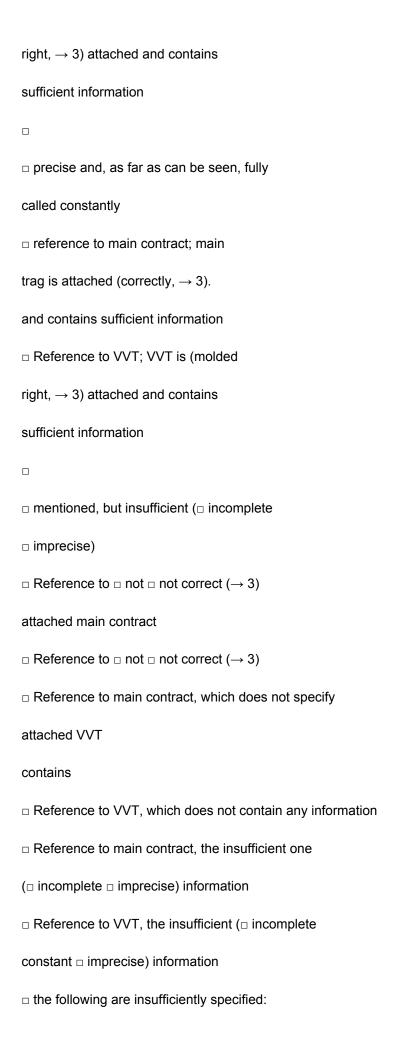□ Reference to VVT, which does not contain any information

□ Reference to main contract, the insufficient one

(□ incomplete □ imprecise) information

□ Reference to VVT, the insufficient (□ incomplete

constant □ imprecise) information

□ the following are insufficiently specified:

□

Duration of processing

processing

5 Article 28

paragraph 3

Subsection 1

p. 1

□ called

□ Reference to duration of processing

according to the main contract4

□ mentioned, but insufficient (□ incomplete

□ imprecise)

□ Reference to □ not □ not correct (→ 3)

□ as long as AN pbD actually

attached main contract

processed4

□ Reference to main contract, which does not specify

□ reference to main contract; main

trag is attached (correctly, → 3).

contains

□ Reference to main contract, the insufficient one

4 The duration of processing according to the AVV is thus adequately defined in the AVV, even if no end date can be taken from the AVV itself.

However, this is the case for all contracts with an unlimited term/automatic renewal/cancellation requirement.

No standard

keyword

reference

in GCU

□

Fulfills

Not fulfilled

and contains sufficient information

(□ incomplete □ imprecise) information

□ the following are insufficiently specified:

□

type of processing

treatment5

6 Article 28

paragraph 3

Subsection 1

p. 1

□ precise and, as far as can be seen, fully

□ mentioned, but insufficient (□ incomplete

called constantly

□ reference to main contract; main

trag is attached (correctly, → 3).

and contains sufficient information

□ Reference to VVT; VVT is (molded

right, → 3) attached and contains

sufficient information

□ dispensable according to footnote 5, since

Object and purpose clearly stated

□

□ imprecise)

□ Reference to □ not □ not correct (→ 3)

attached main contract

□ Reference to □ not □ not correct (→ 3)

□ Reference to main contract, which does not specify

attached VVT

contains

□ Reference to VVT, which does not contain any information

□ Reference to main contract, the insufficient one

(□ incomplete □ imprecise) information

□ Reference to VVT, the insufficient (□ incomplete

constant □ imprecise) information

□ the following are insufficiently specified:

5 It is unclear whether this refers to the various types of processing under Art. 4 No. 2. If the object and purpose are sufficiently

defined,

it seems formal to insist on an indication of the types of processing in this sense.

Checklist GCU

No standard

keyword

reference

in GCU

Fulfills

Not fulfilled

purpose of processing

processing

7 Article 28

paragraph 3

Subsection 1

p. 1

type of personal

related data

8 Article 28

paragraph 3

Subsection 1

p. 1

□ precise and, as far as can be seen, fully

called constantly

□ reference to main contract; main

trag is attached (correctly, → 3).

and contains sufficient information

□ Reference to VVT; VVT is (molded

right, → 3) attached and contains

sufficient information

□

□ precise and, as far as can be seen, fully

called constantly

□ reference to main contract; main

trag is attached (correctly, → 3).

and contains sufficient information

□ Reference to VVT; VVT is (molded

right, → 3) attached and contains

sufficient information

□

□ mentioned, but insufficient (□ incomplete

□ imprecise)

□ Reference to □ not □ not correct (→ 3)

attached main contract

□ Reference to □ not □ not correct (→ 3)

□ Reference to main contract, which does not specify

attached VVT

contains

□ Reference to VVT, which does not contain any information

□ Reference to main contract, the insufficient one

(□ incomplete □ imprecise) information

□ Reference to VVT, the insufficient (□ incomplete

constant □ imprecise) information

□ the following are insufficiently specified:

□

□ mentioned, but insufficient (□ incomplete

□ imprecise)

□ Reference to □ not □ not correct (→ 3)

attached main contract

□ Reference to □ not □ not correct (→ 3)

□ Reference to main contract, which does not specify

attached VVT

contains

Checklist GCU

Version 1.0

No standard

keyword

reference

in GCU

□

Fulfills

Not fulfilled

□ Reference to VVT, which does not contain any information

□ Reference to main contract, the insufficient one

(□ incomplete □ imprecise) information

□ Reference to VVT, the insufficient (□ incomplete

constant □ imprecise) information

□ the following are insufficiently specified:

□

□ precise and, as far as can be seen, fully

□ mentioned, but insufficient (□ incomplete

categories concerned

other persons

9 Article 28

paragraph 3

Subsection 1

p. 1

called constantly

□ reference to main contract; main

trag is attached (correctly, → 3).

and contains sufficient information

□ Reference to VVT; VVT is (molded

right, → 3) attached and contains

sufficient information

□

□ imprecise)

□ Reference to □ not □ not correct (→ 3)

attached main contract

□ Reference to □ not □ not correct (→ 3)

□ Reference to main contract, which does not specify

attached VVT

contains

□ Reference to VVT, which does not contain any information

□ Reference to main contract, the insufficient one

(□ incomplete □ imprecise) information

□ Reference to VVT, the insufficient (□ incomplete constant □ imprecise) information

□ the following are insufficiently specified:

No	standard keyword reference in GCU		Fulfills	Not fulfilled
10	Article 28 paragraph 3 Subsection 1 p. 2 lit. a	bound by instructions in the processing tion □ complete, also for data exports □ Exception only if the contractor through the law of the Union or of the Member States to which the order processing worker is subject to, is obliged to do so		

□

□

□ missing

□ absent, except for rudimentary rules

gene (e.g. clause that rectification, erasure,

restriction only on instruction)

□ Right to issue instructions only if the main contract

seen (including clause that such

Instructions as a request for a change in performance

be treated)

□ Instructions subject to a fee

□ Data exports also permitted without instructions

□ Exception if the Contractor is legally obliged to

is obliged (without or only partially

effect of "Union or Member State law"

to which the processor is subject")

□ AN reserves the right to process the order data

also for own purposes (can also

half of the GCU can be found); this also includes

the case that the contractor is not just given instructions

are granted, but authorizations,

information or similar for processing pbD are granted

the 6th

Permitted designs:

□ Instructions that go beyond the contractual

agreements go beyond and

also not required to

Legal violations in the jurisdiction

to prevent or

delivery may be subject to a charge

□ Contractor can provide adequate collateral

demand before issuing instructions

leads that can be objectively

bare (not necessarily more correct)

estimate by the Contractor are unlawful

and in their implementation to the contractor

damage threatens

6 Also applies to so-called telemetry data. In individual cases, special constellations can be conceivable in which certain data

are processed by the contractor on their own

responsibility can be processed. However, this requires very complicated designs and very precise tests and is usually the case

Checklist GCU

No standard

keyword

reference

in GCU

Fulfills

Not fulfilled

□ other impermissible restrictions

□

11 Article 28

paragraph 3

Subsection 1

p. 2 lit. a

obligation to notify

for processing

duties against

according to instructions

□ before processing, restriction only

by the law concerned

an important public interest

ses

□

documentation

of instructions

12 Article 28

paragraph 3

Subsection 1

p. 2 lit. a

□ by AG

□ by AN

□ prescribed but unclear by

whom

□

□

□

□ missing

□ no obligation to notify before processing

□ Restriction by law other than the

□ Restriction even without important public

tion

aptly

interest

□ not compulsory

□ only obligation to confirm oral

cher instructions7

13 Article 28

paragraph 3

confidentiality

Obligation

□ always mandatory

□ if not already appropriate

□ missing

□ limited

excluded.

7 A written confirmation of an instruction as well as a written instruction per se does not necessarily result in the instruction

also being documented.

No standard

keyword

reference

in GCU

Fulfills

Not fulfilled

Subsection 1

p. 2 letter b

14 Article 28

paragraph 3

Subsection 1

p. 2 lit. c

TOM according to Art. 32

15 Article 28

paragraph 3

Subsection 1

p. 2 lit. e

Support with

obligations from

meeting rights10

statutory duty of confidentiality

consists

☐

☐

☐ Reference to Art. 328

☐ Reference to specific TOM list,9 the

is currently sufficient, with

of the contractor for dynamic adjustment

solution of the TOM

☐

□

□ Reference to a specific TOM list9 which is not

is sufficient

□ Compliance unclear: reference to specific TOM list9 which does not indicate compliance with

Art. 32 was examined

□ Risk for the future: Reference to a specific TOM list,9 which is currently sufficient

□

□ Adoption of the wording of the law:

In view of the type of processing, the person responsible

with suitable technical and organizational measures

assisted in fulfilling his duty to answer

Requests to exercise the rights referred to in Chapter III

comply with the data subject"

□ specific regulations, in individual cases

assessed as sufficient

□ missing

□ Reference to "if agreed" or "as far as by

includes the main contract", without such

agreement visible

□ not all data subject rights from chap. III includes,

there are missing art.

8 The specific technical and organizational measures do not have to be listed in the GCU itself according to Article 28

Paragraph 3 Subparagraph 1 lit. However

controllers must in any case have checked them before the start of processing (Art. 28 Para. 1) and be able to prove at any

time (Art. 5 Para. 2) which

Measures have been taken and that the measures taken for the specific processing meet the requirements of Art. 32.

9 Note: As a rule, a specific TOM list will not suffice to prove compliance with Art. 32.

10 Note: Mandatory only refers to TOM. These depend on the specific type of processing and the possibility. No obligation to

manually in individual cases

support, but it's about providing an information tool, for example.

No standard

keyword

reference

in GCU

□

Fulfills

Not fulfilled

□ 12 □ 13 □ 14 □ 15 □ 16 □ 17 □ 18 □ 19 □ 20

□ 21 □ 22

□ Obligation to bear the costs AG, even if

breach of contract or the law

was required by AN11

□

16 Article 28

paragraph 3

Subsection 1

p. 2 lit. f

Support with

obligations

Articles 32 to 3612

□ Adoption of the wording of the law: "under

consideration of the type of processing and the available

information available to those responsible for the

compliance with the obligations specified in Articles 32 to 36

supports"

□ specific regulations, in individual cases

assessed as sufficient

□

17 Article 28

paragraph 3

Subsection 1

p. 2 letter g

Obligation to delete

order completion

tion

□ complete adoption of

wording: "after completion of the provision of processing

all personal data at the discretion of the

controller either deletes or returns and the

existing copies, unless in accordance with Union law

or the law of the Member States an obligation to store

security of personal data exists"

□ missing

□ Reference to "if agreed" without such

current agreement

□ Not all Art. 32 to 36 included, Art.

□ 32 □ 33 □ 34 □ 35 □ 36

□ Obligation to bear the costs AG, even if

breach of contract or the law

was required by AN11

□ Equitable support only

□

□ missing

□ Obligation only at the request of the AG (not

of your choice)

□ Obligation only after the end of the contract, not

immediately after the completion of the

11 A general obligation to bear the costs without exceptions for this case is sufficient for this.

12 Note: There is only an obligation to support "taking into account the type of processing and the information available to it",

i.e. approx

not if the AN would first have to obtain the information, but the AG has it. Example: AV refers to renting a root server and

Only the configuration and use by AG are affected, but not the security measures of the contractor "around it".

Checklist GCU

No standard

keyword

reference

in GCU

Fulfills

Not fulfilled

□ Changes to legislation

verbatim, but after detailed examination no

various restrictions

wording of the law

work services

□ Implementation deadline14

□ Obligation not related to all pbD

□ no obligation to delete copies

□ Own wording, but after de-

return of the data

Tail check sufficient

□ no right to choose AG between deletion and

□

Permitted designs:

□ Preliminary decision for deletion/

Return if AG no choice

meets13

18 Article 28

paragraph 3

Subsection 1

p. 2 lit. h

obligation ON

as proof

of compliance

of duties

Article 28

□ Adoption of the wording of the law: "the

responsible all necessary information for proof

compliance with the obligations set out in this article

makes available"

□ specific regulations, in individual cases

assessed as sufficient

□

□

return13

□ Restriction of the obligation to delete also by storing

obligation under law other than the Union

law or the law of the member states, for example

by general exception for legal

obligations of the Contractor (without limitation to

EU/MS law)

□ Storage of documentation without that

it is ensured that these do not contain any pbD

□ missing

□ only reference to control obligations of the client (analog

BDSG a.F.)

□ No explicit obligation to make them available

of (all required) information

□ Obligation does not cover all necessary

information, i.e. no complete verification

13 The contract can admissibly provide a regulation as to what has to happen if AG does not make a choice until the

completion of the provision of the processing services

informed. However, the right to vote must remain guaranteed, including the possibility of a later change when it is determined in the GCU.

14 A short implementation period might be conceivable in individual cases. Then, however, it would have to be ensured that the AVV is actually complete

Deletion persists and that there is absolute transparency.

No standard

keyword

reference

in GCU

Fulfills

Not fulfilled

duty

□ Restriction to the submission of certain non-secure

cher sufficient documents15

□ Confidentiality obligation, which AG cannot

proof to ASB or

affected people

□ Liability for the AG to provide evidence

□

19 Article 28

paragraph 3

Subsection 1

p. 2 lit. h

control rights

(including

on-site test

gene)

□ Adoption of the wording of the law: "Verification

- including inspections - to be carried out by the controller

or another authorized examiner

be guided, enabled and contributes to it"

□ specific regulations, in individual cases

□ missing

□ The controller's right of control is enforced

Control/audit/certification replaced by third party

□ Control rights limited to inspection of or

assessed as sufficient

□

Allowed Restrictions:

□ Examiner must not be in direct

competitive relationship with AN

□ Controls must not be excessive

health impairments

conduct business processes16

Request for documents15

□ Right to control only if documents15 are not sufficient

□ Restriction to requests for information

gene

to

□ AG may ask questions/requirements or provide information

request information, AN only has to react

ren

□ Restriction on frequency

15 These can be both internal documents of the processor and external documents such as audit reports, certifications or

similar.

No standard

keyword

reference

in GCU

Fulfills

Not fulfilled

□ usually prior registration

required, unless one

Control without prior registration

seems necessary because other

if the purpose of the control is jeopardized

would

□

Despite concerns about Art. 5

Paragraph 2 currently no objection:17

□ "if necessary with appropriate

advance notice", "usually" →

not necessarily with advance notice,

but only if necessary

□ Duration limitation

□ Restriction to specific locations

□ Restriction to spot checks

□ Restriction to checks on employees without

AN (also: control rights only in business operations

granted by the contractor)

□ Prior registration required

□ fixed notice period

□ reasonable notice period without clarification

development or at least relativization in the direction

tion, that in exceptional cases also control without

prior notice may be appropriate

□ Restriction to controls by AG

□ Restriction to Third Party Controls

□ Restriction to controls by contractor

agreed examiner

□ Examiner must not be in competitive relationship with

AN stand (permitted: direct competition

advertising relationship)

□ Obligation to bear costs AG, even if control

for breach of law or contract

AN was required18

16 The clause is to be interpreted restrictively as a limitation of the fundamentally unrestricted right of control. It only serves to

abusive controls

to avoid. The clause must not have the effect of preventing the examiner from obtaining a full picture of the subject matter of the examination and

to ensure that the processor is complying with its obligations. Especially in the case of specific problems can also be significant disruptions to the business process should not be excessive.

17 Since the corresponding wording in Section 7.6 d) P. 2 AVV-SCC.

18 A general obligation to bear the costs is sufficient for this without exceptions for this case.

No standard

keyword

reference

in GCU

Fulfills

Not fulfilled

□ no obligation to enable con-

□ no obligation to actively contribute

□ Controls must not lead to any impairment

of the business process

□ Non-disclosure agreement to be signed

□ Appointing examiners in individual cases (not generally

troll

controls

to

possible)

□ missing

□ Information obligation not immediately

□ not all violations of EU/MS data protection

regulations included

□

□

20 Article 28

paragraph 3

Subsection 2

remonstration

duty

□ Obligation to provide information immediately

of the AG, if AN is of the opinion

that an instruction against DSGVO

or other data protection regulations

violates EU or MS regulations (also

with the right to suspend the implementation

until AG confirms/amends instructions

that)

□

UnterAN only with

permit

21 Article 28

paragraph 3

Subsection 1

Checklist GCU

□ Approval requirement (general)

□ Authorization requirement, general

written permission in the contract

□ missing

□ certain sub-contractors are approved, however

no ban for other sub-contractors

No standard

keyword

reference

in GCU

Fulfills

Not fulfilled

□ Authorization requirement, separate

□ Fictitious consent, not all requirements

approval required

an objection solution fulfilled19

□ Area exemption for certain activities

(e.g. maintenance)

p. 1 lit. d,

paragraph 2

p. 1

22 Article 28

paragraph 3

Subsection 1

p. 1 lit. d,

paragraph 2

p. 1,

Article 5

paragraph 2

definiteness of

underAN

□

□

Currently not objected to:

□ Approval fiction that meets all requirements

reached an objection solution

fills19

□

□ all sub-contractors specifically, completely, with

Address and brief description

description of their tasks

net □ in AVV □ (only with general

written permission for sub-contractor in

permitted by the GCU) in other ways

documented form showing compliance

of Art. 5 Para. 2

□ Reference to list on website

□ general reference, for example to affiliated companies

take

□ if no general permission for Unteran

(→ 21): Information on subcontractors not (complete)

in AVV or (formally correct, → 3, and in AVV

included) facility

□ Naming sub-contractor without legal form

□ Designation UnterAN without address

□ Responsibilities for sub-contractors not specified

□ unclear/insufficiently precisely described

ner area of responsibility for Unteran

□ no clear demarcation of the tasks of several

underAN

□

19 The following test points should be understood accordingly.

No standard

keyword

reference

in GCU

Fulfills

Not fulfilled

previous information

information about new ones

underAN

23 Article 28

paragraph 3

Subsection 1

p. 1 lit. d,

paragraph 2

p. 2

objection

against

new sub-AN

24 Article 28

paragraph 3

Subsection 1

p. 1 lit. d,

paragraph 2

p. 2

□

□

□ push20 (concrete, complete, with

written and keyword-like description

exercise of their duties)

□ Not required, as consent to

Under AN required

□ missing

□ pull21

□ insufficient information regarding □ complete

permanent designation UnterAN □ Address Un-

terAN □ brief description of the

gave □ delimitation of the tasks of several

underAN

□

□ at least 1422 days

□ Not required, as consent to

Under AN required

□ missing

□ less than 1422 days

□ Provider can appeal with less than 1422

In any case, currently not objected to

Restriction:

□ Objection to sub-contractor only

factual reason

days notice

□ Objection leads to automatic performance

de, if the objection period is less than 2822 days

□ The obligation to pay remains

□ Objection only for good cause

□

same duties

for UnterAN

25 Article 28

paragraph 3

Subsection 1

p. 1 lit. d,

□ Complete transfer of all data

protection obligations from the AVV on
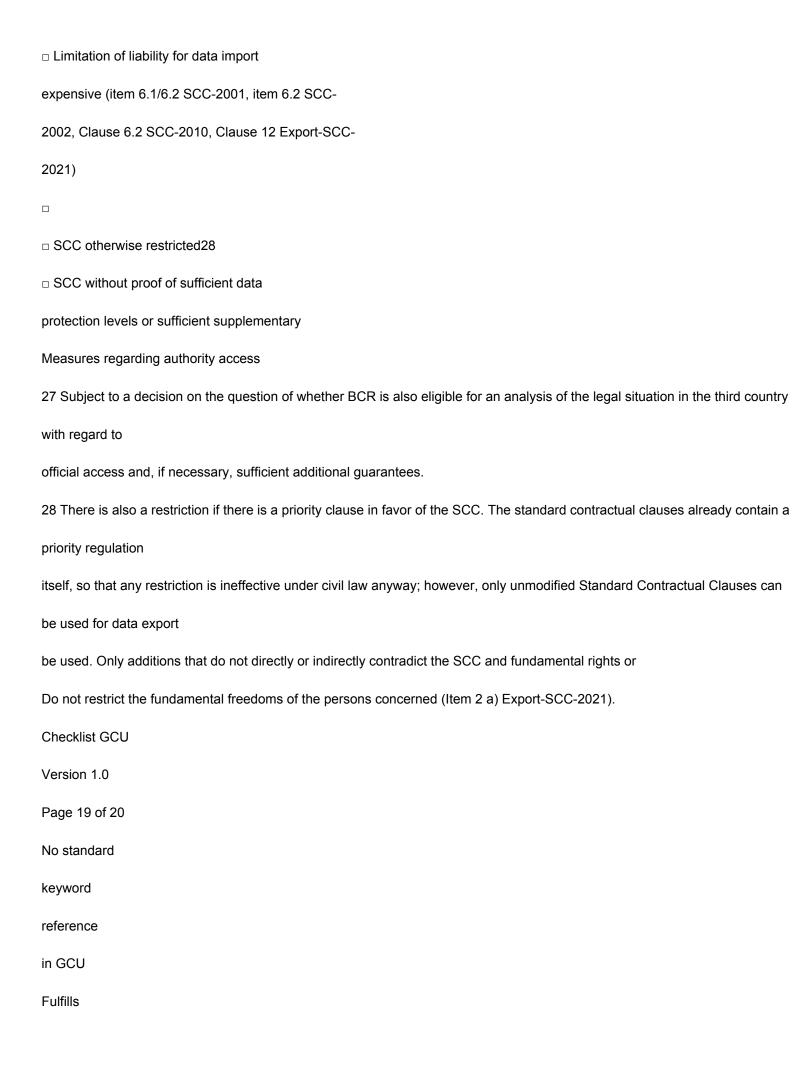
terAN and sufficient guarantees for

□ There is no obligation to transfer to sub-contractors

□ Obligation to transfer only applies to

agreed subAN:

20 AN informs the AG unsolicited, for example by e-mail or letter, so that the information reaches the AG without him having to

do anything. while having to

It must be ensured that the information reaches the client himself, not just users of the respective service (e.g. via in-app

notification).

21 AG must obtain the information itself. This also includes if AG z. B. can or even have to register in the mailing list.

22 Period depends on the individual case, in particular on the ease with which the service provider can be replaced.

No standard

keyword

reference

in GCU

Fulfills

Section 4

p. 1

TOM

□

Despite contradicting the wording of the law

according to currently no complaint:23

□ "Essentially the same data-

duties to protect", if at the same time

it is regulated that the Contractor ensures

that Unteran the (= all) obligations

fulfilled, which the AN from AVV and

GDPR is subject to → 1:1 compliance

performance of duties must somehow

be ensured by the contractor,

not necessarily by imposition

the same data protection obligations

Not fulfilled

□ not already approved at the time the contract

te UnterAN

□ not for group companies

□

□ Obligation to transfer only applies to

□ Area exemption for certain activities

agreed duties

(e.g. maintenance)

□ only obligation, equivalent or similar. duties

to impose a comparable data protection

veau to ensure o. Ä.24

□ no/insufficient guarantees that UnterAN

TOM complies (e.g. checks under AN by

ON)

□ Control rights do not exist with respect to

□ Obligations to provide evidence do not apply to activities

ON

□

by UnterAN

26 Article 5

paragraph 2

accountable

duty

□ Contract is at every point that is

relevant minimum requirements,

□ unclear formulations, the legal minimum

requirements

23 Since the corresponding wording in Section 7.7 b) AVV-SCC: "If the processor commissions a sub-processor to carry out

certain processing activities (on behalf of the

controller), this delegation must be effected by way of a contract that imposes on the sub-processor substantially the same

data protection obligations as those imposed on the processor under

these clauses apply. The processor ensures that the sub-processor fulfills the obligations to which the processor is subject

under these clauses and under Regulation (EU) 2016/679 and/or

subject to Regulation (EU) 2018/1725."

24 Please note that certain combinations according to AVV-SCC are not objected to, see left.

No standard

keyword

reference

in GCU

Fulfills

Not fulfilled

clearly formulated

□

□ contradictory regulations (even with priority

clauses)

27 Art. 44 ff. Legal basis

for data exports

□ Data exports contractually

closed and no evidence that

data exports actually take place

□ adequacy decision and

tenexport is included in this

□ SCC and sufficient data

level of protection in the third country with regard to

Authorities access proven:

□ SCC-200125

□ SCC-200226

□ SCC-201025

□ Export-SCC-2021

□ BCR and sufficient data

level of protection in the third country with regard to

□

□ Safe Harbor

□ Privacy Shield

□ old SCC for contract conclusion from September 27th, 2021:

□ SCC-2001 □ SCC-2002 □ SCC-2010

□ old SCC (□ SCC-2001 □ SCC-2010) before

September 27, 2021 completed, but processing

processes not completely unchanged

□ SCC-2002 completed before May 15, 2010,

but processing operations are not complete and

changes

□ SCC itself restricted

25 Note: The SCC-2001 and SCC-2010 can only be completed before September 27, 2021 and unchanged processing

operations until December 27, 2022

26 Note: The SCC-2002 can only be exported until 12/27/2022, even if completed before 15/05/2010 and unchanged

processing operations

justify data exports.

justify.

No standard

keyword

reference

in GCU

□

Fulfills

Not fulfilled

Authorities access proven27

□ SCC restricted by AVV,28 e.g. by:

□ Limitation of control rights

□ Confirmation of deletion only upon request of AG

□ Limitation of liability for data import

expensive (item 6.1/6.2 SCC-2001, item 6.2 SCC-

2002, Clause 6.2 SCC-2010, Clause 12 Export-SCC-

2021)

□

□ SCC otherwise restricted28

□ SCC without proof of sufficient data

protection levels or sufficient supplementary

Measures regarding authority access

27 Subject to a decision on the question of whether BCR is also eligible for an analysis of the legal situation in the third country

with regard to

official access and, if necessary, sufficient additional guarantees.

28 There is also a restriction if there is a priority clause in favor of the SCC. The standard contractual clauses already contain a

priority regulation

itself, so that any restriction is ineffective under civil law anyway; however, only unmodified Standard Contractual Clauses can

be used for data export

be used. Only additions that do not directly or indirectly contradict the SCC and fundamental rights or

Do not restrict the fundamental freedoms of the persons concerned (Item 2 a) Export-SCC-2021).

Checklist GCU

No standard

keyword

reference

in GCU

Fulfills

Not fulfilled

□ BCR without proof of sufficient data

protection levels or sufficient supplementary

Measures regarding authority access

□

□ Data exports not excluded, only general rule that these are legal

have to be designed