Standard Contractual Clauses

Definitions:

(a) "**Controller-to-Controller Standard Contractual Clauses**" means the standard contractual clauses (as adopted by European Commission Decision 2021/914 on June 4, 2021) available here.

(b) "**Controller-to-Processor Standard Contractual Clauses**" means the standard contractual clauses (as adopted by European Commission Decision 2021/914 on June 4, 2021) available here.

(c) "**China Standard Contract**" means the Standard Contract on Cross-Border Transfer of Personal Information issued by the Cyberspace Administration of China on February 24, 2023, available here.

(d) "**UK Addendum**" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the United Kingdom Information Commissioner's Office under S119A(1) Data Protection Act of 2018, effective March 21, 2022, completed in the form available here. References to the Client in the UK Addendum mean the Subscriber).

Relevant Standard Contractual Clauses

For the purposes of section 8(b) of the Data Protection Appendix, the relevant Standard Contractual Clauses are as follows:

Restricted Transfer of Data	
Criteria	**Relevant Standard Contractual Clauses**
EEA: Restricted Transfer of Data where the origin jurisdiction of the Restricted Transfer is within the European Economic Area	The Controller-to-Controller Standard Contractual Clauses
United Kingdom: Restricted Transfer of Data that is subject to Data Protection Law of the United Kingdom	The Controller-to-Controller Standard Contractual Clauses as modified by the UK Addendum
Switzerland: Restricted Transfer of Data that is subject to the Swiss Federal Act on Data Protection ("FADP")	The Controller-to-Controller Standard Contractual Clauses interpreted as follows: a) The competent supervisory authority in Annex I shall refer to the Swiss Federal Data Protection and Information Commissioner (FDPIC); b) Clause 18 c shall be interpreted to permit data subjects in Switzerland to bring legal proceedings in Switzerland; and c) References to the General Data Protection Regulation should be understood as references to the FADP.
Brazil: Restricted Transfer of Data that is subject to the General Personal Data Protection Law of Brazil.	The Brazil Controller-to-Controller Standard Contractual Clauses
Saudi Arabia: Restricted Transfer of Data that is subject to the Personal Data Protection Law of the Kingdom of Saudi Arabia.	The Kingdom of Saudi Arabia Controller-to-Controller Standard Contractual Clauses
China: Restricted Transfer of Data that is subject to the Data Protection Law of the People's Republic of China	The China Standard Contract
Other: Restricted Transfer of Data that is subject to the Data Protection Law of any jurisdiction not otherwise listed in this table.	The Controller-to-Controller Standard Contractual Clauses construed in light of the equivalent provisions of relevant Data Protection Law of the origin jurisdiction insofar as Data Protection Law requires, and in particular references: a) to provisions of the GDPR shall be read as being references to any equivalent provisions in the Data Protection Law of the origin jurisdiction; b) to Member States and the Union shall be read as being references to the relevant origin jurisdiction; and c) to third countries shall be read as being references to the relevant destination jurisdiction, in each case as the context requires.

Restricted Transfer of Subscriber Proprietary Data	
Criteria	**Relevant Standard Contractual Clauses**
EEA: Restricted Transfer of Subscriber Proprietary Data where origin jurisdiction of the Restricted Transfer is within the European Economic Area	The Controller-to-Processor Standard Contractual Clauses
United Kingdom: Restricted Transfer of Subscriber Proprietary Data that is subject to Data Protection Law of the United Kingdom	The Controller-to-Processor Standard Contractual Clauses as modified by the UK Addendum.
Switzerland: Restricted Transfer of Subscriber Proprietary Data that is subject to Data Protection Law of the Swiss Federal Act on Data Protection ("FADP")	The Controller-to-Processor Standard Contractual Clauses interpreted as follows: a) The competent supervisory authority in Annex I shall refer to the Swiss Federal Data Protection and Information Commissioner (FDPIC); b) Clause 18 c shall be interpreted to permit data subjects in Switzerland to bring legal proceedings in Switzerland; and c) References to the General Data Protection Regulation should be understood as references to the FADP.
Brazil: Restricted Transfer of Data that is subject to the General Personal Data Protection Law of Brazil.	The Brazil Controller-to-Processor Standard Contractual Clauses
Saudi Arabia: Restricted Transfer of Data that is subject to the Personal Data Protection Law of the Kingdom of Saudi Arabia.	The Kingdom of Saudi Arabia Controller-to-Processor Standard Contractual Clauses
China: Restricted Transfer of Subscriber Proprietary Data that is subject to the Data Protection Law of the People's Republic of China	The China Standard Contract
Other: Restricted Transfer of Subscriber Proprietary Data that is subject to the Data Protection Law of any jurisdiction not otherwise listed in this table.	The Controller-to-Processor Standard Contractual Clauses construed in light of the equivalent provisions of relevant Data Protection Law of the origin jurisdiction insofar as Data Protection Law requires, and in particular references: a) to provisions of the GDPR shall be read as being references to any equivalent provisions in the Data Protection Law of the origin jurisdiction; b) to Member States and the Union shall be read as being references to the relevant origin jurisdiction; and c) to third countries shall be read as being references to the relevant destination jurisdiction, in each case as the context requires.

S&P Global is entitled to update this webpage from time to time, in particular to amend or replace standard contractual clauses when a regulatory authority has issued a new version or to add standard wholly new contractual clauses for an additional jurisdiction.