

The standard contractual clauses for international transfers from controllers to processors

Parties	
Name of the data exporting organisation:	Customer / Partner (as applicable) named on Quote
Address	As specified on Quote Country: As specified on Quote
Telephone	As specified on Quote
Fax	As specified on Quote
Email	As specified on Quote
Other information needed to identify the organisation	As specified on Quote
	(the data exporter)
	And
Name of the data importing organisation:	Acoustic Marketing UK, LTD
Address	16 Hatfields, South Bank, London, SE1 8DJ Country: United Kingdom
Telephone	+1 (866) 820-5136
Fax	N/A
Email	privacy@acoustic.com
Other information needed to identify the organisation	N/A
	(the data importer)

Clause 1. Definitions	For the purposes of the Clauses: (a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'Commissioner' shall have the same meaning as in the UK GDPR;
	(b) 'the data exporter' means the controller who transfers the personal data;
	(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system covered by UK adequacy regulations issued under Section 17A Data Protection Act 2018 or Paragraphs 4 and 5 of Schedule 21 of the Data Protection Act 2018;
	(d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
	(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the UK;
	(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.
Clause 2. Details of the transfer	The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.
Clause 3. Third-party beneficiary clause	
3(1)	The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
3(2)	

	The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3(3)	The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
3(4)	The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.
Clause 4. Obligations of the data exporter	The data exporter agrees and warrants:
4(a)	that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the Commissioner) and does not violate the applicable data protection law;
4(b)	that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
4(c)	that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
4(d)	that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or

	access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
4(e)	that it will ensure compliance with the security measures;
4(f)	that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not covered by adequacy regulations issued under Section 17A Data Protection Act 2018 or Paragraphs 4 and 5 of Schedule 21 Data Protection Act 2018;
4(g)	to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the Commissioner if the data exporter decides to continue the transfer or to lift the suspension;
4(h)	to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
4(i)	that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses;
4(j)	that it will ensure compliance with Clause 4(a) to (i).
Clause 5. Obligations of the data importer	The data importer agrees and warrants:
5(a)	to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
5(b)	that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

5(c)	that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
5(d)	that it will promptly notify the data exporter about: (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation; (ii) any accidental or unauthorised access; and (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
5(e)	to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the Commissioner with regard to the processing of the data transferred;
5(f)	at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the Commissioner;
5(g)	to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
5(h)	that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
5(i)	that the processing services by the sub-processor will be carried out in accordance with Clause 11;
5(j)	to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.
Clause 6. Liability	
6(1)	The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
6(2)	

	<p>If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.</p> <p>The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.</p>
6(3)	<p>If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.</p>
Clause 7. Mediation and jurisdiction	
7(1)	<p>The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:</p> <p>(a) to refer the dispute to mediation, by an independent person or, where applicable, by the Commissioner;</p> <p>(b) to refer the dispute to the UK courts.</p>
7(2)	<p>The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.</p>
Clause 8. Cooperation with supervisory authorities	<p>The data exporter agrees to deposit a copy of this contract with the Commissioner if it so requests or if such deposit is required under the applicable data protection law.</p>
8(2)	<p>The parties agree that the Commissioner has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.</p>

8(3)	The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).
Clause 9. Governing law	The Clauses shall be governed by the law of the country of the United Kingdom in which the data exporter is established, namely England and Wales
Clause 10. Variation of the contract	The parties undertake not to vary or modify the Clauses. This does not preclude the parties from (i) making changes permitted by Paragraph 7(3) & (4) of Schedule 21 Data Protection Act 2018; or (ii) adding clauses on business related issues where required as long as they do not contradict the Clause.
Clause 11. Sub-processing	
11(1)	The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
11(2)	The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
11(3)	The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the laws of the country of the UK where the exporter is established.
11(4)	The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the Commissioner.
Clause 12. Obligation after termination	
12(1)	

	<p>The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.</p>
12(2)	<p>The data importer and the sub-processor warrant that upon request of the data exporter and/or of the Commissioner, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.</p>
Priority of standard contractual clauses	<p>The Standard Contractual Clauses take priority over any other version of the standard contractual clauses between the parties, whether entered into before or after the date these Clauses are entered into.</p> <p>Unless the Clauses are expressly referred to and expressly amended, the parties do not intend that any other agreement entered into by the parties, before or after the date the Clauses are entered into, will amend the terms or the effects of the Clauses, or limit any liability under the Clauses, and no term of any such other agreement should be read or interpreted as having that effect.</p>

Appendix 1

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

Please select one option:

Option 1: The data exporter is (please specify briefly your activities relevant to the transfer):

Option 2: The following checklist and other details set out, in brief, what the data exporter is and its activities relevant to the transfer:

The data exporter's business or organisation type is:

- Central government
- Charitable and voluntary
- Education and childcare
- Finance, insurance and credit
- General business
- Health
- IT, digital, technology and telecoms
- Justice and policing
- Land and property services
- Legal and professional advisers
- Local government
- Marketing and research
- Media
- Membership association
- Political
- Regulators
- Religious
- Research
- Retail and manufacture
- Social care
- Trade, employer associations, and professional bodies
- Traders in personal data
- Transport and leisure
- Utilities and natural resources
- Other – Please add details:

The data exporter is using the personal data which is being transferred for the following purposes or activities:

The data exporter is using the personal data which is being transferred for the following purposes or activities:

Standard business activities, which apply to most businesses and organisations

- Staff administration, including permanent and temporary staff, including appointment or removals, pay, discipline; superannuation, work management, and other personnel matters in relation to the data exporter's staff.
- Advertising, marketing and public relations of the data exporter's own business or activity, goods or services.
- Accounts and records, including
 - keeping accounts relating to the data exporter's business or activity;
 - deciding whether to accept any person or organisation as a customer;
 - keeping records of purchases, sales or other transactions, including payments, deliveries or services provided by the data exporter or to the data exporter;
 - keeping customer records
 - records for making financial or management forecasts; and
 - other general record keeping and information management.

Other activities:

- Accounting and auditing services
- Administration of justice, including internal administration and management of courts of law, or tribunals and discharge of court business.
- Administration of membership or supporter records.
- Advertising, marketing and public relations for others, including public relations work, advertising and marketing, host mailings for other organisations, and list broking.
- Assessment and collection of taxes, duties, levies and other revenue
- Benefits, welfare, grants and loans administration
- Canvassing, seeking and maintaining political support amongst the electorate.
- Constituency casework on behalf of individual constituents by elected representatives.
- Consultancy and advisory services, including giving advice or rendering professional services, and the provision of services of an advisory, consultancy or intermediary nature.
- Credit referencing, including the provision of information by credit reference agencies relating to the financial status of individuals or organisations on behalf of other organisations
- Data analytics, including profiling
- Debt administration and factoring, including the tracing of consumer and commercial debtors and the collection on behalf of creditors, and the purchasing of consumer or trade debts from business, including rentals and instalment credit payments.

- Education, including the provision of education or training as a primary function or as a business activity.
- Financial services and advice including the provision of services as an intermediary in respect of any financial transactions including mortgage and insurance broking
- Fundraising in support of the objectives of the data exporter
- Health administration and services, including the provision and administration of patient care.
- Information and databank administration, including the maintenance of information or databanks as a reference tool or general resource. This includes catalogues, lists, directories and bibliographic databases.
- Insurance administration including the administration of life, health, pensions, property, motor and other insurance business by an insurance firm, an insurance intermediary or consultant
- IT, digital, technology or telecom services, including use of technology products or services, telecoms and network services, digital services, hosting, cloud and support services or software
- Journalism and media, including the processing of journalistic, literary or artistic material made or intended to be made available to the public or any section of the public.
- Legal services, including advising and acting on behalf of clients.
- Licensing and registration, including the administration of licensing or maintenance of official registers.
- Not-for-profit organisations' activities, including
 - establishing or maintaining membership of or support for a not-for-profit body or association, and
 - providing or administering activities for individuals who are either members of the not-for-profit body or association or have regular contact with it.
- Pastoral care, including the administration of pastoral care by a vicar or other minister of religion.
- Pensions administration, including the administration of funded pensions or superannuation schemes.
- Procurement, including deciding whether to accept any person or organisation as a supplier, and the administration of contracts, performance measures and other records.
- Private investigation, including the provision on a commercial basis of investigatory services according to instruction given by clients
- Property management, including the management and administration of land, property and residential property, and the estate management of other organisations.
- Realising the objectives of a charitable organisation or voluntary body, including the provision of goods and services in order to realise the objectives of the charity or voluntary body.
- Research in any field, including market, health, lifestyle, scientific or technical research.
- Security of people and property, including using CCTV systems for this purpose.
- Trading/sharing in personal information, including the sale, hire, exchange or disclosure of personal information to third parties in return for goods/services/benefits.

Other activities (please provide details):

Data importer

The data importer is (please specify briefly your activities relevant to the transfer):

The data importer is a US-based supplier of software solutions. It is supplying a software service to the exporter and the provision of such service will require the transfer of importer's customer data to the US

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Each category includes current, past and prospective data subjects. Where any of the following is itself a business or organisation, it includes their staff.

staff including volunteers, agents, temporary and casual workers

customers and clients (including their staff)

suppliers (including their staff)

members or supporters

shareholders

relatives, guardians and associates of the data subject

complainants, correspondents and enquirers;

experts and witnesses

advisers, consultants and other professional experts

patients

students and pupils

offenders and suspected offenders

other (please provide details of other categories of data subjects):

Categories of data

The personal data transferred concern the following categories of data (please specify):

The following is a list of standard descriptions of categories of data :

Personal details, including any information that identifies the data subject and their personal characteristics, including: name, address, contact details, age, date of birth, sex, and physical description.

Personal details issued as an identifier by a public authority, including passport details, national insurance numbers, identity card numbers, driving licence details.

Family, lifestyle and social circumstances, including any information relating to the family of the data subject and the data subject's lifestyle and social circumstances, including current marriage and

partnerships, marital history, details of family and other household members, habits, housing, travel details, leisure activities, and membership of charitable or voluntary organisations.

- Education and training details, including information which relates to the education and any professional training of the data subject, including academic records, qualifications, skills, training records, professional expertise, student and pupil records.
- Employment details, including information relating to the employment of the data subject, including employment and career history, recruitment and termination details, attendance records, health and safety records, performance appraisals, training records, and security records.
- Financial details, including information relating to the financial affairs of the data subject, including income, salary, assets and investments, payments, creditworthiness, loans, benefits, grants, insurance details, and pension information.
- Goods or services provided and related information, including details of the goods or services supplied, licences issued, and contracts.
- Personal data relating to criminal convictions and offences
- Other (please provide details of other data subjects):

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

Personal data which is on, which reveals, or which concerns:

- racial or ethnic origin
- political opinions
- religious or philosophical beliefs
- trade union membership
- genetic data
- biometric data (if used to identify a natural person)
- health
- sex life or sexual orientation
- criminal convictions and offences
- none of the above

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

- Receiving data, including collection, accessing, retrieval, recording, and data entry
- Holding data, including storage, organisation and structuring
- Using data, including analysing, consultation, testing, automated decision making and profiling

- Updating data, including correcting, adaptation, alteration, alignment and combination
- Protecting data, including restricting, encrypting, and security testing
- Sharing data, including disclosure, dissemination, allowing access or otherwise making available
- Returning data to the data exporter or data subject
- Erasing data, including destruction and deletion
- Other (please provide details of other types of processing):

Appendix 2

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Please refer to the description of the importer's security measures set out in the contract between the controller and processor, named Data Processing Addendum located at <https://www.acoustic.com/acoustic-terms>