SmartSuite

Framework / Privacy / Global Privacy Regulations

EU Standard Contractual Clauses (SCCs) – Implementing Decision (EU) 2021/914

The EU Standard Contractual Clauses (Decision (EU) 2021/914) are the GDPR Article 46 contract for transferring personal data from the EEA to importers outside the GDPR, in four modules.



What it is

The EU Standard Contractual Clauses (SCCs) are the model contract annexed to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 that a controller or processor subject to the GDPR signs with a controller or processor outside the GDPR's reach to transfer personal data to a third country under Article 46(2)(c) GDPR. The Decision was published in OJ L 199 on 7 June 2021, entered into force on 27 June 2021 (Article 4(1)), repealed the older clauses of Decisions 2001/497/EC and 2010/87/EU with effect from 27 September 2021, and let contracts concluded on those clauses before that date provide appropriate safeguards until 27 December 2022 if the processing stayed unchanged (Article 4(2) to (4)).

At a glance

PUBLISHER
European Commission

TYPE
Regulation

VERSION
Commission Implementing Decision (EU) 2021/914 (OJ L 199, 7.6.2021, p. 31)

EFFECTIVE
June 27, 2021 (old SCCs repealed September 27, 2021; contracts on old SCCs valid until December 27, 2022)

DOMAIN
Privacy

FAMILY
Global Privacy Regulations

REGION
European Union / EEA

ADOPTION MODEL
Regulatory Compliance

IMPLEMENTATION COMPLEXITY
Medium

Source: eur-lex.europa.eu/eli/dec_impl/2021/914/oj

Why it matters

- **One text, four modules** The clause and annex structure lets one template serve controller-to-controller, controller-to-processor, processor-to-processor and processor-to-controller transfers, with the Article 28(3) and (4) processor terms built in (Article 1(2)).
- **Supervisory authority recognition** Clause 13 names the competent supervisory authority, and Clause 14(d) requires the parties to document their assessment and make it available to that authority on request, so the paperwork is examinable.
- **Enforceable by data subjects** Clause 3 gives data subjects third-party beneficiary rights, Clause 11 a redress route and Clause 12 compensation, which is why the Decision treats the clauses as appropriate safeguards with enforceable rights and effective remedies.
- **A documented assessment** Clause 14 turns Schrems II into a contractual warranty: the parties warrant they have no reason to believe the destination's laws and practices prevent compliance, document why, and the importer notifies the exporter if that changes (Clause 14(e)).

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How SmartSuite supports EU SCCs (2021)

Transfer Inventory (Annex I.B)

Record each transfer with categories of data subjects and data, purposes, frequency, retention and onward transfers in the data inventory Privacy Management keeps.

Module and Option Choices

Capture the module, the Clause 7, 9, 11, 13 and 17 options and the signed Annex I.A parties for every executed set of clauses, with review dates.

Transfer Impact Assessment (Clause 14)

Run the assessment as a privacy assessment with the laws reviewed, the supplementary measures and the conclusion, ready to hand to the supervisory authority on request.

Annex II Measures

Link the technical and organizational measures to the security controls and evidence Compliance Management already holds for ISO/IEC 27001 or SOC 2 reporting.

Importer and Sub-processor Oversight

Track importers, Annex III sub-processors, Clause 9 notices and Clause 15 public-authority requests in Third Party Risk Management.

Clause 14 to 16 Events

Log importer notifications of changed laws or government requests, decisions to suspend or terminate under Clause 16, and the records the clauses require.

Common framework mappings

APEC CBPR System | GDPR | US DPF | ISO 27018 | ISO 27701 | NIST Privacy Framework v1.0 | UK GDPR

Official resources

Standard Contractual Clauses (SCCs) for International Transfers

Official EU publication providing SCCs for safeguarding data transfers outside the EEA.

commission.europa.eu/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en

Commission Implementing Decision (EU) 2021/914 (EUR-Lex)

The Decision and its annexed standard contractual clauses in all EU languages, with its status and amendments.

eur-lex.europa.eu/eli/dec_impl/2021/914/oj

EDPB Recommendations 01/2020 on supplementary measures

The European Data Protection Board's recommendations, adopted 18 June 2021, that structure the Clause 14 assessment of the destination country.

edpb.europa.eu/documents/recommendation/recommendations-012020-on-measures-that-supplement-transfer-tools-to_en

Frequently asked questions

Which transfers do the 2021 SCCs cover?

Article 1(1) of Decision (EU) 2021/914 covers transfers by a controller or processor whose processing is subject to the GDPR (the data exporter) to a controller or (sub-)processor whose processing is not subject to the GDPR (the data importer). They are the Article 46(2)(c) safeguard for third countries without an adequacy decision. The Commission's SCC page says a further set for importers that are themselves directly subject to the GDPR is still in development, so those transfers are not yet served by a Commission template.

What are the four modules and when is each used?

Module One is controller to controller, Module Two controller to processor, Module Three processor to processor and Module Four processor to controller. The parties keep the module that matches their roles for the transfer and delete the rest; Clause 2 says the text may not otherwise be modified except to select options and to add or update the Appendix. Modules Two and Three also satisfy the Article 28(3) and (4) GDPR processor terms (Article 1(2) of the Decision).

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What does Clause 14 require (the transfer impact assessment)?

Under Clause 14(a) the parties warrant they have no reason to believe the laws and practices of the destination country prevent the importer from fulfilling the clauses. Clause 14(b) lists what they must have taken into account: the specific circumstances of the transfer, the relevant laws and practices including those on public authority access, and any contractual, technical or organizational safeguards. Clause 14(d) requires the assessment to be documented and made available to the competent supervisory authority on request, and Clause 14(e) requires the importer to notify the exporter if its situation changes.

What happened to contracts on the 2001 and 2010 SCCs?

Article 4 of the Decision repealed Decisions 2001/497/EC and 2010/87/EU with effect from 27 September 2021, so no new contract could rely on them after that date. Contracts concluded before 27 September 2021 on the old clauses were deemed to provide appropriate safeguards until 27 December 2022, provided the processing operations stayed unchanged. After 27 December 2022 every transfer that relies on SCCs needs the 2021 clauses.

How do the SCCs relate to the Schrems II judgment and the EU-US Data Privacy Framework?

The Court of Justice's judgment of 16 July 2020 in Case C-311/18, which the Decision cites, invalidated the Privacy Shield and required exporters using SCCs to verify case by case that the destination's law allows compliance; Clauses 14 and 15 and the EDPB's Recommendations 01/2020 (18 June 2021) implement that requirement. The Commission's adequacy decision for the EU-US Data Privacy Framework of 10 July 2023 lets data flow to US companies certified under the Framework without SCCs; transfers to other US importers still use the clauses.

License included / downloadable: Yes Commission Implementing Decision (EU) 2021/914 and its Annex are published free on EUR-Lex in all official EU languages; the platform links to the official text.

Full framework page and mappings: smartsuite.com/frameworks/schrems-ii-eu-standard-contractual-clauses-sccs-2021