Global Data and Cyber Handbook - Germany

International Data Transfer

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# Are there restrictions on the transfer of personal data to third countries?

*Last review date: 17 December 2024*

Yes.

Third country is not defined in the GDPR, but means countries (1) outside of the European Union, and (2) countries outside of the European Economic Area.

Transfers of personal data to third countries are only permissible if there is a legal basis for the processing/transfer and one of the following applies:

approved adequate/whitelisted jurisdictions

to holders of specific certifications or followers of specific code of conduct programs each approved by the relevant data protection and cybersecurity authority (e.g., EU-US Data Privacy Framework)

approved standard contractual clauses

binding corporate rules

derogations, such as consent, contract performance, necessity to establish, exercise or defend legal claims

other solutions:

ad-hoc contracts approved by the data protection authority

If the transfer is based on "appropriate safeguards" data exporters and data importers are additionally required to carry out a "data transfer impact assessment" and, if applicable, to implement supplementary measures.

The German Data Protection Conference (conference consisting of all independent German Federal and State Data Protection Supervisory Authorities) published guidance with respect to the EU-US Data Privacy Framework in September 2023 (only available in German [here](https://www.datenschutzkonferenz-online.de/media/ah/230904_DSK_Ah_EU_US.pdf)).

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