Global Data and Cyber Handbook - Argentina

International Data Transfer

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

*Last reviewed: 2 December 2024*

**Yes**

A third country means a jurisdiction different from Argentina.

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
☒       approved standard contractual clauses
☒       binding corporate rules
☒       derogations, such as consent, contract performance, necessity to establish, exercise or defend legal claims
☒       other solutions

***Please see separate question for information on data localization provisions that are not restricted to personal data.***

For instance, Data Transfer Agreements differ from the controller-to-controller and controller-to-processor models issued by the DPA and do not observe the principles, guarantees and content of such models. In such cases, these should be filed with the DPA for approval. The same approach should be followed when using corporate rules that do not comply with the guidelines and principles issued by the DPA.

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