

CROSS-BORDER DATA TRANSFER AGREEMENT

This Cross-Border Data Transfer Agreement ("Agreement") is entered into as of [Insert Date] ("Effective Date") by and between:

- **[Data Exporter Name]**, a company incorporated under the laws of India, having its registered office at [Insert Address], hereinafter referred to as the "Data Exporter"; and
- **[Data Importer Name]**, a company incorporated under the laws of [Insert Country], having its registered office at [Insert Address], hereinafter referred to as the "Data Importer."

RECITALS

WHEREAS:

1. The Data Exporter intends to transfer certain personal data to the Data Importer located outside India for the purposes of [Insert Purpose];
2. The Parties acknowledge the requirements of the **Digital Personal Data Protection Act, 2023 ("DPDP Act")**, including its provisions on cross-border data transfers, and are committed to ensuring compliance with applicable laws;
3. This Agreement sets forth the terms and conditions under which personal data will be lawfully transferred and processed.

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 **"Personal Data"**: Any data about an individual transferred under this Agreement, as defined under the DPDP Act.
- 1.2 **"Processing"**: Any operation performed on Personal Data, as defined under the DPDP Act.
- 1.3 **"Notified Countries"**: Countries notified by the Central Government under Section 16(1) of the DPDP Act, where transfer of personal data may be restricted or prohibited.
- 1.4 **"Applicable Laws"**: The laws of India, including the DPDP Act, and relevant regulations governing cross-border data transfers.

2. SCOPE AND PURPOSE

- 2.1 Categories of Personal Data to be transferred: [Insert categories].
- 2.2 Purpose of transfer: [Insert purpose].

3. OBLIGATIONS OF THE DATA IMPORTER

- 3.1 **Compliance**: Process Personal Data in accordance with the DPDP Act and this Agreement.
- 3.2 **Data Security**: Implement technical and organizational measures, including:

- Encryption during transfer and storage;

- Access control mechanisms;
- Regular security audits.
- 3.3 **Further Transfers:** Prohibited without written consent from the Data Exporter.
- 3.4 **Breach Notification:** Notify the Data Exporter of data breaches within [Insert Timeframe, e.g., 24 hours].
- 3.5 **Sub-Processors:** Obtain prior written consent for any sub-processors and ensure their compliance.
- 3.6 **Grievance Redressal Mechanism:** Establish a mechanism to address data subject complaints promptly.

4. OBLIGATIONS OF THE DATA EXPORTER

- 4.1 Ensure legal basis for transferring Personal Data.
- 4.2 Provide lawful instructions for data processing.
- 4.3 Audit the Data Importer's compliance with reasonable notice.

5. CROSS-BORDER DATA TRANSFER REQUIREMENTS

- 5.1 **Compliance:** Ensure compliance with Sections 16 and 17 of the DPDP Act.
- 5.2 **Safeguards:** Implement Standard Contractual Clauses (SCCs) and conduct risk assessments.
- 5.3 **Localization:** Comply with any localization requirements for specific data categories.

6. DATA SUBJECT RIGHTS

- 6.1 Facilitate data subject rights, including access, correction, and deletion of Personal Data.
- 6.2 Assist the Data Exporter in addressing data subject requests.
- 6.3 Maintain records of consent and provide withdrawal mechanisms.

7. INDEMNITY AND LIABILITY

- 7.1 Data Importer indemnifies the Data Exporter for non-compliance damages.
- 7.2 Liability limitations exclude cases of gross negligence or willful misconduct.
- 7.3 Liability Cap: [Insert Amount].

8. TERM AND TERMINATION

- 8.1 Effective from the date of execution and remains in effect until terminated with [Insert Notice Period].
- 8.2 Upon termination, the Data Importer must return or securely delete all Personal Data.

9. GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1 Governed by Indian laws, including the DPDP Act, 2023.
- 9.2 Disputes resolved via arbitration in [Insert Location] under the Arbitration and Conciliation Act, 1996.

10. MISCELLANEOUS

10.1 Amendments only through written agreement.

10.2 Entire agreement governing cross-border data transfers.

10.3 Notices sent to addresses provided above.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

For the Data Exporter:

Name: [Insert Name]

Title: [Insert Title]

Signature: _____

Date: _____

For the Data Importer:

Name: [Insert Name]

Title: [Insert Title]

Signature: _____

Date: _____