**\* This is an English translation. In case of any difference in meaning between the original Turkish text and the English translation, the Turkish text shall apply.**

***Transfer from Data Controller to Data Controller***

**Subject :** Written commitment to be made between the data controllers with regard to transfer of personal data abroad within the scope of sub-paragraph (b) of Article (9)(2) of Personal Data Protection Law No.6698 an of 24/03/2019 (hereinafter referred to as “Law No.6698”).

Regarding the transfer of personal data from the data controller established in Turkey to a data controller established in the countries not providing adequate protection, the contract to be prepared pursuant to sub-paragraph (b) of Article 9(2) of the Law must at least include the following issues. With the provisions of this contract parties commit to ensure the adequate protection necessary for the protection of personal data in their transfer of personal data.

**ARTICLE 1 –Obligations of Data Controller who transfers personal data**

The data controller who transfers personal data (hereinafter “data exporter”) warrants and undertakes to have fulfilled and to fulfil the following obligations:

1. Personal data have been processed and transferred in accordance with the Law No. 6698 and the other relevant legislation.
2. It shall take all necessary technical and organizational measures to provide appropriate level of security in accordance with the nature of personal data for the purposes of preventing unlawful processing of personal data and unlawful access to personal data and ensuring the protection of personal data. The data exporter shall ensure that the data controller who receives personal data (hereinafter “data importer”) takes these measures.
3. It shall notify the data importer that transferred personal data shall be processed in accordance with the Law No. 6698 and provisions of this contract.
4. It shall inform the data importer about the Law No. 6698 and other relevant data protection regulations which the data exporter is subject to.
5. It shall inform the data importer that the data importer is obliged to notify the breach to the data exporter withing the shortest time in case the personal data are obtained by others by unlawful means. The data exporter shall communicate such breach to the data subject and notify to the Personal Data Protection Board (hereinafter “Board”) within the shortest time. Where necessary, the Board may announce such breach at its official website or through in any other way it deems appropriate.
6. It shall notify the Board of notifications received from data importer in accordance with the provisions of the relevant legislation.
7. It shall immediately inform the Board of issues arising from fulfilment of contractual provisions by the data importer within the shortest time.
8. In cases where the data importer is unable to respond to questions received from data subjects and the Board even if it is has been agreed to do so, the data exporter shall respond to data subject or the Board in the light of information and held by it within a reasonable time.
9. In the event that the data importer violates its obligations under this contract, then the data exporter may temporarily suspend the transfer of personal data to the data importer or terminate the contract until the infringement is repaired.
10. In the event that the transfer is suspended or the contract is terminated, the data exporter shall notify this to the Board within the shortest time.
11. The data exporter commits that data importer has technical and organisational competence to fulfil the obligations under these articles.
12. It shall make the Board approve this commitment pursuant to the Law No.6698 prior to the start of data transfer.

**Article 2 –Obligations of Data Importer**

The data importer warrants and undertakes to have fulfilled and to fulfil the following obligations:

1. It shall take all necessary technical and **organizational** measures to provide appropriate level of security in accordance with the nature of personal data for the purposes of preventing unlawful processing of personal data and unlawful access to personal data and ensuring the protection of personal data.
2. In case the processing of personal data is carried out by another natural or legal person on behalf of itself, the data importer shall be jointly responsible with these persons for taking the measures laid down in the sub-paragraph (a). Persons acting under authorization of the data importer, including data processors shall be obliged to process personal data only in accordance with the instructions from the data importer.
3. The data importer shall process personal data complying with the Law No. 6698 and the contract made between data exporter and data importer. If for any reason the processing is not in accordance with the Law or the contract, the data importer shall immediately inform the data exporter about the issue. In this case, it accepts that data exporter has the right to temporarily suspend the transfer or terminate the contract.
4. Regarding personal data to be transferred as per the contract, data importer accepts, declares and commits that here is no national regulation contrary to the contract. During the contract term, in case of any legislative change that may have effect on the fulfilment of the commitment laid down in the contract, the data importer shall immediately inform the data exporter and agree that data exporter has the right to suspend the data transfer and to terminate the contract in this case.
5. It shall immediately inform the data exporter of the demands received from judicial authorities regarding the transferred personal data and shall agree that data exporter has the right to suspend the data transfer and to terminate the contract in accordance with the nature of the demand in this case.
6. It shall duly respond to the questions raised by data exporter and within the shortest time possible and shall comply with decisions and opinions of the Board regarding processing personal data subject to transfer.
7. It accepts that data exporter has the authority to audit and to have audit made whether the commitments and obligations have been fulfilled and shall facilitate these audits.
8. In the event of termination or expiration of the term of this contract, upon the preference of the data exporter, data importer accepts to send the data personal data subject to the transfer, back to the data controller along with its backup or shall destruct the personal data entirely. It also accepts, if there are provisions in the legislation that prohibit the data importer from fulfilling this obligation, to take any technical and organizational measures necessary to ensure the confidentiality and to stop the data processing activity.
9. It accepts that it has technical and organizational competence to fulfil obligations under this Article.
10. In cases where the data importer has to transfer personal data subject to the contract to a subcontractor, it shall inform the data exporter and take its consent, in a provable way, while performing the services subject to the contract. The contract between the data importer and the subcontractor shall at least include the provisions in the contract between the data exporter and data importer and this commitment.

**Article 3 – Common provisions**

1. Data exporter and data importer cannot disclose personal data which they processed to anyone contrary to the provisions of Law No. 6698 and cannot use the personal data for the purposes other than purpose of processing.
2. This obligation is not limited to any specific time for data exporter and data importer.

|  |  |
| --- | --- |
| **On behalf of data exporter:**  Name Surname:  Address:  Contact Number:  E-mail:  (other information required for the contract to be binding)  Signature/Seal | **On behalf of data importer:**  Name Surname:  Address:  Contact Number:  E-mail:  (other information required for the contract to be binding)  Signature/Seal |

**ANNEX 1**

(**This section shall be filled by the Parties**)

**Group(s) of persons subject to the data**

Transferred personal data are related to following personal group and groups (i.e. employee data, customer da**ta**)

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**Data categories**

Transferred personal data are related to following data categories (personal data or special categories of personal data)

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**Purposes of data transfer**

Data transfer is made for following purposes:

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**Legal basis for data transfer**

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**Recipient and recipient groups**

Transferred personal data may only be shared with following recipients.

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**Technical and organizational measures to be taken by data importer**

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**Additional measures to be taken for sensitive personal data**

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**Information of data exporter in Data Controllers Registry Information System (VERBİS)**

(in case of existence of registration obligation)

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**Contact person information**

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