



# Clarivate Standard Contractual Clauses

## Cross-border data transfers— standard contractual clauses to comply with the GDPR, UK GDPR, FADP and Alternative Transfer Mechanisms

All references to Clarivate in these standard contractual clauses (“SCCs”) refer to the Clarivate entity, or any of its affiliates, that is a party to an agreement into which these SCCs are incorporated.

### Option 1: Both Parties act as controllers

Cross-border data transfers under the agreement between the parties (“**Agreement**”).

1. **Cross-border data transfers between the parties of the Agreement (“Party” or collectively “Parties”).** Clarivate may transfer any personal data that is processed in connection with the services (“**Personal Data**”) to data recipients based in third countries within the meaning of all data protection and privacy laws and regulations which apply to a Party’s processing of Personal Data under the Agreement (“**Data Protection Laws**”) subject to ensuring compliance with the provisions for cross-border data transfers under the Data Protection Laws.
2. **GDPR data transfers.** To the extent that one party of the Agreement (“**Party**” or collectively “**Parties**”) is based outside the European Union (“**EU**”)/European Economic Area (“**EEA**”) and receives any personal data that is processed in the context of the services provided under the Agreement (“**Personal Data**”) protected under the EU General Data Protection Regulation (“**GDPR**”), but no adequacy decision within the meaning of Article 45(3) GDPR applies to the transfer, the Parties agree to enter into the EU SCCs by entering into this Agreement. Therefore, the standard contractual clauses for the transfer of personal data to third countries pursuant to the GDPR adopted by the European Commission, in particular Module One (controller to controller), as updated from time to time (“**EU SCCs**”) shall be deemed incorporated to this Agreement, whereas the Party based outside the EU/EEA shall be the “data importer” and the other Party the “data exporter”. In particular, the Parties agree that (i) Clause 7 of the EU SCCs shall not apply, (ii) the law of the Member State as identified under the Agreement shall apply and if no Member State law is agreed, the law of Ireland, (iii) there shall be no dispute resolution body (Clause 11), and (iv) the choice of forum under Clause 18 shall be as agreed in the Agreement and if no courts of a Member State are agreed, the courts of Ireland shall be agreed. Annex 1 of the EU SCCs shall be completed as follows: (i) under Section A, one Party shall be the “data exporter” and shall have the role of a controller and the other Party shall be the “data importer” and shall have the role of controller, whereas both Parties’ address and contact persons are set out in the Agreement, order form or renewal form. (ii) under Section B, the description of the transfer (i.e. categories of data subjects whose personal data is transferred, categories of personal data transferred, sensitive data transferred (if applicable), frequency of the transfer, nature of the processing, purpose(s) of the data transfer and further processing, retention period or retention criteria and, for transfers to (sub-)processors, also the subject matter, nature and duration of the processing) shall be set out in the Agreement or shall be set out in Appendix A (Details of Data Processing) in Clarivate’s data processing addendum and (iii) under Section C, the competent supervisory authority shall be the authority competent for the data exporter as identified under Clause 13 of the EU SCCs and/or identified as Clarivate’s EU Representative for Spain the Agencia Española de Protección de Datos (AEPD). The required information under Annex 2 of the EU SCCs shall be set out in the Agreement or shall be set out in Appendix B (Technical and Organizational Measures) in Clarivate’s data processing addendum, which shall apply to the importer.
3. **UK data transfers.** To the extent that one Party is based outside the United Kingdom (“**UK**”) and receives Personal Data protected under the GDPR as adopted by the UK (“**UK GDPR**”), but no



adequacy finding under the UK adequacy regulations applies, the Parties agree to enter into the EU SCCs in the form as set out under paragraph 2 amended by the “International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (Version B1.0, in force 21 March 2022)” as issued by the UK Information Commissioner’s Office (“**UK Addendum**”) which shall be deemed incorporated to this Agreement by reference.

4. **FADP data transfers.** To the extent that one Party is based outside Switzerland and receives Personal Data protected under the Swiss Federal Act on Data Protection (“**FADP**”), but no adequacy decision under the FADP applies, the Parties agree to enter into the EU SCCs in the form as set out under paragraph 2 which shall be amended as follows: (i) the references to the GDPR are to be construed as references to the corresponding provisions in the FADP, (ii) the references to “EU”, “Union”, “Member State” and “Member State law” shall be interpreted as references to Switzerland and Swiss law, as the case may be, (iii) the competent supervisory authority to be named in Annex I is the Eidgenössischer Datenschutz- und Öffentlichkeitsbeauftragter, (iv) Swiss law shall apply (Clause 17), (v) the choice of forum and jurisdiction in Clause 18 shall be Switzerland, and (vi) the term “Member State” in Clause 18(c) shall not be construed in a way to exclude data subjects having their place of residence in Switzerland from claiming for compensation.
5. **Precedence.** The Parties agree that this clause shall replace any existing clause regulating the cross-border transfer of Personal Data that the Parties may have previously agreed on in connection with the services under this Agreement. In the event of any conflict or inconsistency between this clause and the remainder of the Agreement with respect to the processing of Personal Data, the provisions of the following documents (in order of precedence) shall prevail: (i) EU SCCs; (ii) this clause and then, (iii) the specific appendices of the Clarivate data processing addendum referenced herein, to the extent applicable; and then (iv) the remainder of the Agreement (which shall be interpreted in accordance with any order of precedence set forth therein).

**Option 2: Clarivate acts as a processor and with respect to certain aspects as a controller, the other Party acts as a controller**

Cross-border data transfers under the agreement between the parties (“**Agreement**”).

1. **Cross-border data transfers between the parties of the Agreement (“Party” or collectively “Parties”).** Clarivate may transfer any personal data that is processed in connection with the services (“**Personal Data**”) to data recipients based in third countries within the meaning of all data protection and privacy laws and regulations which apply to a Party’s processing of Personal Data under the Agreement (“**Data Protection Laws**”) subject to ensuring compliance with the provisions for cross-border data transfers under the Data Protection Laws.
2. **GDPR data transfers.** To the extent that Clarivate is based outside the European Union (“**EU**”)/European Economic Area (“**EEA**”) and receives Personal Data protected under the EU General Data Protection Regulation (“**GDPR**”), but no adequacy decision within the meaning of Article 45(3) GDPR applies to the transfer, the Parties agree to enter into the standard contractual clauses for the transfer of personal data to third countries pursuant to the GDPR adopted by the European Commission, as updated from time to time, (“**EU SCCs**”) by entering into this Agreement. Therefore, the EU SCCs, in particular Module One (controller to controller) and Module Two (controller to processor), shall be deemed incorporated into the Agreement, whereas the Party based outside the EU/EEA shall be the “data importer” and the other Party the “data exporter”. In particular, the Parties agree that (i) Clause 7 of the EU SCCs shall not apply, (ii) for Module Two: Option 2 (general authorisation) in Clause 9(a) shall apply and the time period shall be at least ten (10) days, (iii) there shall be no dispute resolution body (Clause 11), (iv) Option 2 under Clause 17 shall apply and the law of the Member State as identified under the Agreement shall apply and if no Member State law is agreed, the law of Ireland, and (v) the choice of forum under Clause 18 shall be as agreed in the

Agreement and if no courts of a Member State are agreed, the courts of Ireland shall be agreed.

Annex 1 of the EU SCCs shall be completed as follows: (i) under Section A, the other Party shall be the “data exporter” and shall have the role of a controller and Clarivate shall be the “data importer” and shall have the role of a processor, whereas both Parties’ address and contact persons are set out in the Agreement or Clarivate order forms or renewal forms. (ii) under Section B, the description of the transfer (i.e. categories of data subjects whose personal data is transferred, categories of personal data transferred, sensitive data transferred (if applicable), frequency of the transfer, nature of the processing, purpose(s) of the data transfer and further processing, retention period or retention criteria and, for transfers to (sub-)processors, also the subject matter, nature and duration of the processing) shall be set out in the Agreement, or shall be set out Appendix A (Details of Data Processing) in Clarivate’s data processing addendum and (iii) under Section C, the competent supervisory authority shall be the authority competent for the data exporter as identified under Clause 13 of the EU SCCs and/or identified as Clarivate’s EU Representative for Spain the Agencia Española de Protección de Datos (AEPD). The required information under Annex 2 of the EU SCCs is set out in Appendix B (Technical and Organizational Measures) in Clarivate’s data processing addendum. The required information under Annex 3 (regarding Module Two) of the EU SCCs is available [here](#).

3. **UK data transfers.** To the extent that Clarivate is based outside the United Kingdom (“**UK**”) and receives Personal Data protected under the GDPR as adopted by the UK (“**UK GDPR**”), but no adequacy finding under the UK adequacy regulations applies, the Parties agree to enter into the EU SCCs in the form as set out under paragraph 2 amended by the “International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (Version B1.0, in force 21 March 2022)” as issued by the UK Information Commissioner’s Office (“**UK Addendum**”) which shall be deemed incorporated to this Agreement by reference.
4. **FADP data transfers.** To the extent that Clarivate is based outside Switzerland and receives Personal Data protected under the Swiss Federal Act on Data Protection (“**FADP**”), but no adequacy decision under the FADP applies, the Parties agree to enter into the EU SCCs in the form as set out under paragraph 2 which shall be amended as follows: (i) the references to the GDPR are to be construed as references to the corresponding provisions in the FADP, (ii) the references to “EU”, “Union”, “Member State” and “Member State law” shall be interpreted as references to Switzerland and Swiss law, as the case may be, (iii) the competent supervisory authority to be named in Annex I is the Eidgenössischer Datenschutz- und Öffentlichkeitsbeauftragter, (iv) Swiss law shall apply (Clause 17), (v) the choice of forum and jurisdiction in Clause 18 shall be Switzerland, and (vi) the term “Member State” in Clause 18(c) shall not be construed in a way to exclude data subjects having their place of residence in Switzerland from claiming for compensation.
5. **Alternative Transfer Mechanism.** In the event that Clarivate implements or adopts alternative data transfer mechanisms as set forth under the Data Protection Laws (including any new version of or successor to the EU SCCs) for the transfer of Personal Data in compliance with the Data Protection Laws (hereinafter collectively referred to as “**Alternative Transfer Mechanisms**”), such Alternative Transfer Mechanism shall apply instead of the applicable transfer mechanisms described in this Agreement. If and to the extent that a court of competent jurisdiction or supervisory authority orders (for whatever reason) or came to the result that the measures described in this Agreement cannot be relied on to lawfully transfer Personal Data in accordance with the Data Protection Laws, Clarivate may implement additional measures or safeguards that are reasonably required to enable the lawful transfer of Personal Data.
6. **Precedence.** The Parties agree that this clause shall replace any existing clause regulating the cross-border transfer of Personal Data that the Parties may have previously agreed on in connection with the services under this Agreement. In the event of any conflict or inconsistency between this clause and the remainder of the Agreement with respect to the processing of Personal Data, the provisions of the following documents (in order of precedence) shall prevail: (i) EU SCCs; (ii) this clause; (iii)



Clarivate data processing addendum and then (iv) the remainder of the Agreement (which shall be interpreted in accordance with any order of precedence set forth therein).

**Option 3: Clarivate acts as a controller, other Party acts as a processor**

Cross-border data transfers under the agreement between the parties ("**Agreement**").

1. **Cross-border data transfers between the parties of the Agreement ("Party" or collectively "Parties").** Clarivate's contractual partner or Clarivate's client or customer acting as the ("**Processor**") may transfer any personal data that is processed in the context of the services ("**Personal Data**") to data recipients based in third countries within the meaning of all data protection and privacy laws and regulations which apply to a Party's processing of Personal Data under the Agreement ("**Data Protection Laws**") subject to ensuring compliance with the provisions for cross-border data transfers under the Data Protection Laws.
2. **GDPR data transfers.** To the extent that Clarivate transfers Personal Data protected under the EU General Data Protection Regulation ("**GDPR**") to the other Party and this Party has its registered offices in a country or territory outside the European Union ("**EU**")/European Economic Area ("**EEA**"), but no adequacy decision within the meaning of Article 45(3) GDPR applies to the transfer, the Parties agree to enter into the standard contractual clauses for the transfer of personal data to third countries pursuant to the GDPR adopted by the European Commission, in particular Module Two (controller to processor), as updated from time to time ("**EU SCCs**") by entering into this Agreement. Therefore, the EU SCCs shall be deemed incorporated to this Agreement, and the Clarivate Terms, whereas Clarivate shall be the "data exporter" and the other Party the "data importer". In particular, the Parties agree that (i) Clause 7 of the EU SCCs shall not apply, (ii) Option 1 (specific prior authorisation) in Clause 9(a) shall apply and the time period shall be at least three (3) months, (iii) there shall be no dispute resolution body (Clause 11), (iv) Option 2 under Clause 17 shall apply and the law of the Member State as identified under the Agreement shall apply and if no Member State law is agreed, the law of Ireland, and (v) the choice of forum under Clause 18 shall be as agreed in the Agreement and if no courts of a Member State are agreed, the courts of Ireland shall be agreed. Annex 1 of the EU SCCs shall be completed as follows: (i) under Section A, Clarivate shall be the "data exporter" and shall have the role of a controller and the other Party shall be the "data importer" and shall have the role of a processor, whereas both Parties' address and contact persons are set out in the Agreement, order form or renewal form. (ii) under Section B, the description of the transfer (i.e. categories of data subjects whose personal data is transferred, categories of personal data transferred, sensitive data transferred (if applicable), frequency of the transfer, nature of the processing, purpose(s) of the data transfer and further processing, retention period or retention criteria and, for transfers to (sub-)processors, also the subject matter, nature and duration of the processing) shall be set out in the Agreement or set out in an appendix or addendum between the Parties (iii) under Section C the competent supervisory authority shall be the authority competent for the data exporter as identified under Clause 13 of the EU SCCs. The required information under Annexes 2 and 3 of the EU SCCs shall be set out in the Agreement or agreed between the Parties.
3. **UK data transfers.** To the extent that Clarivate transfers Personal Data protected under the GDPR as adopted by the UK ("**UK GDPR**") to the other Party and this Party has its registered offices in a country or territory outside of the UK, but no adequacy finding under the UK adequacy regulations applies, the Parties agree to enter into the EU SCCs in the form as set out under paragraph 2 amended by the "International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (Version B1.0, in force 21 March 2022)" as issued by the UK Information Commissioner's Office ("**UK Addendum**") which shall be deemed incorporated to this Agreement by reference.
4. **FADP data transfers.** To the extent that Clarivate transfers Personal Data protected under the Swiss Federal Act on Data Protection ("**FADP**") to the other Party and this Party has its registered offices in a country or territory outside of Switzerland, but no adequacy decision under the FADP applies, the Parties agree to enter into the EU SCCs in the form as set out under paragraph 2 which shall be

amended as follows: (i) the references to the GDPR are to be construed as references to the corresponding provisions in the FADP, (ii) the references to “EU”, “Union”, “Member State” and “Member State law” shall be interpreted as references to Switzerland and Swiss law, as the case may be, (iii) the competent supervisory authority to be named in Annex I is the Eidgenössischer Datenschutz- und Öffentlichkeitsbeauftragter, (iv) Swiss law shall apply (Clause 17), (v) the choice of forum and jurisdiction in Clause 18 shall be Switzerland, and (vi) the term “Member State” in Clause 18(c) shall not be construed in a way to exclude data subjects having their place of residence in Switzerland from claiming for compensation.

5. **Alternative Transfer Mechanism.** If and to the extent that a court of competent jurisdiction or supervisory authority orders (for whatever reason) or came to the result that the measures described in this Agreement cannot be relied on to lawfully transfer Personal Data in accordance with the Data Protection Laws, the Parties will agree in good faith on the implementation of alternative or additional measures or safeguards that are reasonably required to enable the lawful transfer of Personal Data.
6. **Precedence.** The Parties agree that this clause shall replace any existing clause regulating the cross-border transfer of Personal Data that the Parties may have previously agreed on in connection with the services under this Agreement. In the event of any conflict or inconsistency between this clause and the remainder of the Agreement with respect to the processing of Personal Data, the provisions of the following documents (in order of precedence) shall prevail: i) EU SCCs; (ii) this clause; (iii) the data processing agreement which forms part of the Agreement, and then (iv) the remainder of the Agreement (which shall be interpreted in accordance with any order of precedence set forth therein).

**Option 4: Both Parties act as processors - Clarivate or a Clarivate entity acts as a processor and the other Party acts as a processor.**

Cross-border data transfers under the agreement between the parties (“**Agreement**”).

1. **Cross-border data transfers.** You in your role as our data processor (and subprocessor in relation to our client) may transfer any personal data that is processed in connection with the services provided under the Agreement (“**Personal Data**”) to data recipients based in third countries within the meaning of all data protection and privacy laws and regulations which apply to a party’s processing of Personal Data under the Agreement (“**Data Protection Laws**”) subject to ensuring compliance with the provisions for cross-border data transfers under the Data Protection Laws.
2. **GDPR data transfers.** To the extent that we transfer Personal Data protected under the EU General Data Protection Regulation (“**GDPR**”) to you and the you have your registered offices in a country or territory outside the European Union (“**EU**”)/European Economic Area (“**EEA**”), but no adequacy decision within the meaning of Article 45(3) GDPR applies to the transfer, you and we agree to enter into the standard contractual clauses for the transfer of personal data to third countries pursuant to the GDPR adopted by the European Commission, in particular Module Three (processor to processor), as updated from time to time, (“**EU SCCs**”). Therefore, the EU SCCs shall be deemed incorporated to the Agreement, whereas we shall be the “data exporter” and you the “data importer”. In particular, you and we agree that (i) Clause 7 of the EU SCCs shall not apply, (ii) Option 1 (specific prior authorisation) in Clause 9(a) shall apply and the time period shall be at least three (3) months, (iii) there shall be no dispute resolution body (Clause 11), (iv) Option 2 under Clause 17 shall apply and the law of the Member State as identified under the Agreement shall apply and if no Member State law is agreed, the law of Ireland, and (v) the choice of forum under Clause 18 shall be as agreed in the Agreement and if no courts of a Member State are agreed, the courts of Ireland shall be agreed. Annex 1 of the EU SCCs shall be completed as follows: (i) under Section A, we shall be the “data exporter” and shall have the role of a data processor and you shall be the “data importer” and shall have the role of a data processor, whereas your and our address and contact persons are set out in the Agreement, (ii) under Section B, the description of the transfer (i.e. categories of data subjects whose personal data is transferred, categories of personal data transferred, sensitive data transferred



(if applicable), frequency of the transfer, nature of the processing, purpose(s) of the data transfer and further processing, retention period or retention criteria and, for transfers to (sub-)processors, also the subject matter, nature and duration of the processing) shall be set out in the Agreement, and (iii) under Section C, the competent supervisory authority shall be the authority competent for the data exporter as identified under Clause 13 of the EU SCCs and/or identified as Clarivate's EU Representative for Spain the Agencia Española de Protección de Datos (AEPD). The required information under Annex 2 of the EU SCCs is set out in Appendix B (Technical and Organizational Measures) in Clarivate's data processing addendum. The required information under Annex 3 (regarding Module Four) of the EU SCCs is available [here](#).

3. **UK data transfers.** To the extent that we transfer Personal Data protected under the GDPR as adopted by the UK to you and you have your registered offices in a country or territory outside of the UK, but no adequacy finding under the UK adequacy regulations applies, you and we agree to enter into the EU SCCs in the form as set out under paragraph 2 amended by the "International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (Version B1.0, in force 21 March 2022)" as issued by the UK Information Commissioner's Office which shall be deemed incorporated to the Agreement by reference.
4. **FADP data transfers.** To the extent that we transfer Personal Data protected under the Swiss Federal Act on Data Protection ("**FADP**") to you and you have your registered offices in a country or territory outside of Switzerland, but no adequacy decision under the FADP applies, you and we agree to enter into the EU SCCs in the form as set out under paragraph 2 which shall be amended as follows: (i) the references to the GDPR are to be construed as references to the corresponding provisions in the FADP, (ii) the references to "EU", "Union", "Member State" and "Member State law" shall be interpreted as references to Switzerland and Swiss law, as the case may be, (iii) the competent supervisory authority to be named in Annex I is the Eidgenössischer Datenschutz- und Öffentlichkeitsbeauftragter, (iv) Swiss law shall apply (Clause 17), (v) the choice of forum and jurisdiction in Clause 18 shall be Switzerland, and (vi) the term "Member State" in Clause 18(c) shall not be construed in a way to exclude data subjects having their place of residence in Switzerland from claiming for compensation.
5. **Alternative Transfer Mechanism.** If and to the extent that a court of competent jurisdiction or supervisory authority orders (for whatever reason) or came to the result that the measures described in the Agreement cannot be relied on to lawfully transfer Personal Data in accordance with the Data Protection Laws, you and we will agree in good faith on the implementation of alternative or additional measures or safeguards that are reasonably required to enable the lawful transfer of Personal Data.
6. **Precedence.** You agree that this clause shall replace any existing clause regulating the cross-border transfer of Personal Data that you and we may have previously agreed on in connection with the services provided under the Agreement. In the event of any conflict or inconsistency between this clause and the remainder of the Agreement with respect to the processing of Personal Data, the provisions of the following documents (in order of precedence) shall prevail: (i) EU SCCs; (ii) this clause; (iii) the data processing addendum which forms part of the Agreement, and then (iv) the remainder of the Agreement (which shall be interpreted in accordance with any order of precedence set forth therein).