Statement 3/2026 on the use of other models of contractual clauses for onward transfers of personal data

Adopted on 10 November 2026

The European Data Protection Board has adopted the following statement:

Today, the European Commission has announced a relevant development in relation to the use of the EU Standard Contractual Clauses ("EU SCCs") by updating the Frequently asked questions (FAQs) on the new Standard Contractual Clauses available on its website.

In particular, the European Commission has recognised that, alongside the EU SCCs, the Model Contractual Clauses developed by the Council of Europe on the basis of the Convention 108+[1] (CoE MCCs)[2], and the Model Contractual Clauses developed by the Ibero-American Data Protection Network[3] (RIPD MCCs)[4] may be used for onward transfers.

This means that, under the conditions explained in the European Commission's FAQs, these sets of Clauses may ensure that the level of protection of natural persons as guaranteed by the EU data protection law is not undermined when data is onward transferred.

As a result, along the possibility to use EU SCCs for onward transfers, entities receiving data under the EU SCCs have also the possibility to rely on Model Contractual Clauses adopted by the Council of Europe on the basis of the Convention 108+ and on Model Contractual Clauses developed by the Ibero-American Data Protection Network.

This possibility should ensure a high level of personal data protection while facilitating cross-border data flows. It is a way to build bridges around model contractual clauses from different jurisdictions that present an appropriate level of convergence, and it will help entities operating

[1] Convention 108+ is not in force yet as not enough contracting states have ratified it yet.
[2] Model Contractual Clauses for the Transfer of Personal Data (Module 1) as adopted on 27 June 2023; Model Contractual Clauses for the Transfer of Personal Data (Module 2) as adopted on 17 November 2023; Model Contractual Clauses for the Transfer of Personal Data (Module 3) as adopted on 7 June 2024. It is for each Party to Convention 108+ to decide whether to approve these clauses as standardised contractual tool for data transfers.
[3] The RIPD MCCs are recognised by a limited number of Latin American (LATAM) countries unlikely the EU SCCs that - given their nature - are recognised by all EU SAs as a legally binding instrument under the GDPR.
[4] Guide for the Implementation of Model Contractual Clauses and Model Contractual Clauses as published on 27 September 2022.

across different regions of the world to comply with cross-border transfer rules. Furthermore, it aligns with the commitment included in the Resolution on "Data Free Flow with Trust and an effective regulation of global data flows"[5] adopted by the Global Privacy Assembly (GPA) in October 2024.

In assessing the possible use of the CoE MCCs and the RIPD MCCs to onward transfer personal data, the EDPB has worked closely with the European Commission. This work has led to conclude that these model contractual clauses may provide appropriate safeguards for onward transfers when applied in line with the recommendations set out by the European Commission.

In particular, entities intending to rely on the CoE MCCs or the RIPD MCCs for onward transfers should:

(i) make sure that they **choose the module that corresponds to their specific situation** in light of the different roles as defined in the EU SCCs and ensure that they select the module corresponding to their specific transfer scenario, taking into account the respective roles of the parties as defined in the EU SCCs.

The table below illustrates which transfer is covered by each set of clauses to help identifying the appropriate module:

Module	EU SCCs	CoE MCCs	RIPD MCCs
M1 – Controller to Controller	Yes	Yes	Yes
M2 – Controller to Processor	Yes	Yes	Yes
M3 – Processor to Processor	Yes	Yes	N/A
M4 – Processor to Controller	Yes	N/A	N/A

Onward transfers based on either the CoE MCCs or the RIPD MCCs may only take place if a corresponding module is available. At the date of this statement, it means that the RIPD MCCs can only be used for onward transfers from controller to controller as well as from controller to processor, but not from processor to processor.

(ii) **complete the Annexes to the MCCs appropriately,** also taking into account the restrictions or safeguards specified in Annex I.B of the EU SCCs. Particular attention should be paid to compliance with the purpose limitation principle. In addition, where sensitive data (including data relating to criminal convictions and offences) are subject to onward transfers, entities should ensure that such data continue to benefit from the higher level of protection applicable to those categories of data;

[5] Resolution on Data Free Flow with Trust and an effective regulation of global data flows.

(iii) ensure **continued compliance with any other applicable safeguards and obligations under the EU SCCs**, including Clause 11(e) and Clause 13(b) related to duty of the first importer of the original transfer to cooperate with the competent supervisory authority and courts under the EU SCCs, and the obligation of the first importer of the original transfer to abide by a decision that is binding under the applicable EU or Member State law. This means that in the case of an onward transfer, the first importer should ensure that it remains able to comply with its obligations under the EU SCCs, including in its relationship with the second data importer.

(iv) when a **further onward transfer** is made pursuant to Clause 15 of the CoE MCCs or Clause 6.9 of the RIPD MCCs, follow the recommendations set out in the European Commission's FAQs.

Against this background, the EDPB welcomes and endorses the possibility recognised by the European Commission to use the Model Contractual Clauses developed by the Council of Europe on the basis of the Convention 108+ and the Model Contractual Clauses developed by the Ibero-American Data Protection Network as instruments to onward transfer personal data received under the EU SCCs.

Furthermore, the EDPB stands ready to engage with other fora and organisations to promote increased convergence in order to foster future interoperability of various model contractual clauses.

For the European Data Protection Board

The Chair

(Anu Talus)