



Tevens per e-mail:

Datum

17 januari 2022

E-mail

jz-wob@uva.nl

Onderwerp

Deelbesluit

Telefoon

020 - 525 4778

Bijlage

div.

Uw kenmerk

[REDACTED]

Ons kenmerk

2022-008335

Geachte [REDACTED],

1. Verzoek

Bij schrijven van 9 juli 2021 heeft u, namens uw cliënt [REDACTED], met beroep op de Wet openbaarheid van bestuur verzocht om openbaarmaking van – samengevat – “*alle documenten bij of onder u inzake samenwerkingsverbanden, met Chinese organisaties, vanaf 1 januari 2006 tot heden.*”

U heeft daarbij specifiek aangegeven dat het niet gaat om documenten met betrekking tot dagelijkse werkzaamheden, maar dat u openbaarmaking wenst van documenten op organisatorisch niveau.

Bij schrijven van 19 juli 2021, met kenmerk 2021cu0529, is de ontvangst van uw Wob-verzoek bevestigd. Op 11 augustus 2021 heeft een overleg met u en uw cliënt plaatsgevonden, waarna u op 9 september 2021 een inventarislijst is toegezonden. Bij e-mailbericht van 13 september 2021 heeft u op deze lijst aangegeven van welke samenwerking u openbaarmaking van de stukken wenst. Op 29 september 2021 heeft nogmaals een overleg met u en uw cliënt plaatsgevonden waarbij door u is aangegeven dat documenten die enkel zien op overeenkomsten ten behoeve van studenten (zoals exchange agreements), buiten het Wob-verzoek vallen. Bij schrijven van 29 november 2021 is de beslistermijn in verband met het opvragen van zienswijzen bij betrokken partijen, opgeschort. Van een aantal derde-belanghebbenden is een schriftelijke zienswijze ontvangen. Deze zienswijzen zijn meegenomen in de belangenafweging.

2. Wettelijk kader

Op grond van artikel 3, eerste lid, van de Wob kan een ieder een verzoek om informatie neergelegd in documenten over een bestuurlijke aangelegenheid richten tot een bestuursorgaan of een onder verantwoordelijkheid van een bestuursorgaan werkzame instelling, dienst of bedrijf.

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Ingevolge artikel 6, vijfde lid van de Wob, wordt de informatie verstrekt tegelijk met de bekendmaking van het besluit, tenzij naar verwachting een belanghebbende bezwaar daar tegen heeft, in welk geval de informatie niet eerder wordt verstrekt dan twee weken nadat de beslissing is bekendgemaakt.

Op grond van artikel 10, eerste lid, aanhef en onder b, van de Wob, blijft het verstrekken van informatie ingevolge deze wet achterwege voor zover dit de veiligheid van de Staat zou kunnen schaden.

Op grond van artikel 10, tweede lid, aanhef en onder c, van de Wob, blijft het verstrekken van informatie ingevolge deze wet achterwege voor zover dit bedrijfs- en fabricagegegevens betreft, die door natuurlijke personen of rechtspersonen vertrouwelijk aan de overheid zijn meegedeeld.

Op grond van artikel 10, tweede lid, aanhef en onder e, van de Wob, blijft het verstrekken van informatie ingevolge deze wet achterwege voor zover het belang daarvan niet opweegt tegen het belang van de eerbiediging van de persoonlijke levenssfeer.

Op grond van artikel 10, tweede lid, aanhef en onder g, van de Wob, blijft het verstrekken van informatie ingevolge deze wet achterwege voor zover het belang daarvan niet opweegt tegen het belang van het voorkomen van onevenredige bevoordeling of benadeling van bij de aangelegenheid betrokken natuurlijke personen of rechtspersonen dan wel van derden.

Op grond van artikel 11, eerste lid, van de Wob wordt geen informatie verstrekt uit documenten, opgesteld ten behoeve van intern beraad, over daarin opgenomen persoonlijke beleidsopvattingen.

Op grond van artikel 11, tweede lid, van de Wob kan over persoonlijke beleidsopvattingen met het oog op een goede en democratische bestuursvoering informatie worden verstrekt in niet tot personen herleidbare vorm. Indien degene die deze opvattingen heeft geuit of zich erachter heeft gesteld, daarmee heeft ingestemd, kan de informatie in tot personen herleidbare vorm worden verstrekt.

3. Overwegingen

Het onderhavige besluit betreft een deelbesluit. In dit besluit zijn de stukken aanwezig bij de Universiteit van Amsterdam betrokken, met uitzondering van stukken van het Academisch Centrum Tandheelkunde Amsterdam (ACTA). Ook zijn nadien nog documenten aangetroffen bij de Faculteit der Natuurwetenschappen en Informatica. Voornoemde documenten dienen nog te worden beoordeeld en worden, wanneer deze voor openbaarmaking in aanmerking komen, middels in ieder geval nog één deelbesluit openbaar gemaakt.

De Wob kent als hoofdregel dat overheidsinformatie openbaar is, tenzij er zwaarwegende redenen zijn die zich verzetten tegen openbaarmaking. De uitzonderingsgronden en beperkingen op deze regel zijn in de Wob neergelegd. U heeft – samengevat - verzocht om openbaarmaking van stukken die zien op samenwerkingsverbanden van de UvA met Chinese organisaties en universiteiten, daarvan uitgesloten samenwerkingsverbanden die enkel zien op studenten.

Naar aanleiding van uw verzoek zijn, teneinde de gevraagde informatie en documenten te inventariseren en te beoordelen, de volgende zoekslagen gemaakt:

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- de Director of International Affairs is gevraagd een inventarislijst te maken met bij haar bekende stukken. Deze inventarislijst is overgelegd;
- er is geïnventariseerd bij welke faculteiten er sprake is van samenwerkingsverbanden. Deze faculteiten zijn gevraagd de betreffende stukken te overleggen;
- op centraal niveau is in het digitale en fysieke archief gezocht naar stukken die aan het Wob-verzoek zouden kunnen voldoen;
- Amsterdam University Fund is gevraagd de stukken met betrekking tot de bijzondere leerstoel te overleggen.

Beoordeling van het verzoek heeft geleid tot verschillende documenten die voor openbaarmaking in aanmerking komen. Deze documenten zijn opgenomen in een inventarislijst, die als bijlage A bij dit besluit is gevoegd. In de inventarislijst is per document opgenomen welke uitzonderingsgrond van toepassing is op de daarin weggelakte gegevens en passages. De corresponderende motivering treft u aan in dit besluit.

I. Documenten die reeds openbaar zijn en niet nogmaals openbaar worden gemaakt

Ten aanzien van het Institute for Logic, Language and Computation en het Joint Research Centre for Logic geldt dat onder meer alle jaarverslagen en georganiseerde/bijgewoonde evenementen reeds op de betreffende websites zijn geplaatst.¹ Dit geldt ook voor documenten met betrekking tot projecten en onderzoeken. Ten aanzien van document 30, geldt in dat de aangegeven nevenwerkzaamheden reeds op de website van de UvA zijn gepubliceerd.²

Voor wat betreft document 41 geldt dat informatie hieruit openbaar is gemaakt bij beantwoording van de Kamervragen door de minister van Onderwijs, Cultuur en Wetenschap Van Engelshoven, (zie onder meer *Kamerstukken II* 2020-21, aanhangsel 566).³ Tevens is informatie beschikbaar op de website van de UvA.⁴ Voor een verdere motivering van de weigering van openbaarmaking van het document, zie onder III.

Nu de voornoemde documenten reeds openbaar zijn, kan niet nogmaals worden besloten tot openbaarmaking van deze documenten. De plicht tot openbaarmaking ingevolge de Wob heeft geen betrekking op informatie die reeds openbaar is (zie onder meer de uitspraak van de Afdeling Bestuursrechtspraak van de Raad van State (de Afdeling) van 17 juni 2016, ECLI:NL:RVS:2015:1863).

¹ [JRC for Logic \(tsinghualogic.net\)](https://tsinghualogic.net) en [ILLC News & Events | Institute for Logic, Language and Computation \(uva.nl\)](https://www.uva.nl/en/llc/news-events)

² [Prof. dr. F. \(Fenrong\) Liu - Universiteit van Amsterdam \(uva.nl\)](https://www.uva.nl/en/prof-dr-f-fenrong-liu)

³ Beschikbaar via <https://www.rijksoverheid.nl/documenten/kamerstukken/2020/10/27/beantwoording-kamervragen-vu-uva-huawei>.

⁴ [Onderzoek naar AI - Universiteit van Amsterdam \(uva.nl\)](https://www.uva.nl/en/research/ai)

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II. Documenten die deels openbaar worden gemaakt met inachtneming van artikel 10 en artikel 11 van de Wob

In alle documenten die (deels) openbaar worden gemaakt zijn de persoons- en contactgegevens, handtekeningen en rekeningnummers weggelakt voor zover dit gegevens betreffen van personen die vanuit hun functie niet in de openbaarheid treden. Door openbaarmaking van deze gegevens wordt de persoonlijke levenssfeer van de betreffende personen aangetast. Ten aanzien van deze gegevens dient het belang van de eerbiediging van de persoonlijke levenssfeer zwaarder te wegen dan het belang van de openbaarheid. Om die reden worden de betreffende gegevens niet openbaar gemaakt. Bovendien maakt het weglaten van bovengenoemde gegevens niet dat de verstrekte informatie inhoudelijk anders of onleesbaar wordt, terwijl openbaarmaking van deze gegevens zou leiden tot een onevenredige inbreuk op de persoonlijke levenssfeer van betrokkenen, nu deze personen verder geen publieke functie uitoefenen.

Voorts zijn uit de documenten alle (financiële) gegevens weggelakt die kunnen leiden tot inzicht in de omvang of duur van een aanstelling of benoeming, en inzicht in of berekening van de salariering of het uurtarief van de betrokken personen of derden. Het is vaste jurisprudentie dat salarisgegevens onder de bescherming van de persoonlijke levenssfeer vallen, zie onder meer ECLI:NL:RVS:2014:3559. Handtekeningen van personen die vanuit hun functie in de openbaarheid treden zijn eveneens weggelakt, nu de combinatie van (digitale) handtekening en naam gemakkelijk tot misbruik ervan zou kunnen leiden. Openbaarmaking van de voornoemde informatie wordt op grond van artikel 10, eerste lid onder e, van de Wob en/of artikel 10, eerste lid, onder g van de Wob, geweigerd.

Voorts geldt aanvullend voor de documenten 33, 34 en 39 dat onderzoeksgegevens zijn weggelakt nu deze informatie niet onder de reikwijdte van de Wob valt. Volgens vaste jurisprudentie (zie onder meer de uitspraak van de Afdeling van 26 april 2016, ECLI:NL:RVS:2016:1130) ziet het begrip ‘bestuurlijk’, gelet op het doel van de Wob, op het openbaar bestuur in al zijn facetten en betreft het niet alleen het externe optreden van het bestuur, maar ook de interne organisatie. In haar uitspraken van 31 januari 2018 (ECLI:NL:RVS:208:321 en ECLI:NL:RVS:208:322) heeft de Afdeling overwogen dat onderzoeksgegevens die tot stand zijn gekomen bij uitvoering van een onderzoek door aan de universiteit verbonden onderzoekers en louter met een wetenschappelijk oogmerk tot stand zijn gekomen geen betrekking hebben op de bestuursvoering van de universiteit. Daarmee heeft de Afdeling geoordeeld dat de onderzoeksgegevens geen bestuurlijke aangelegenheid betreffen en niet vallen onder de reikwijdte van de Wob. Gelet op het voorgaande wordt het verzoek voor zover dit ziet op openbaarmaking van deze informatie, geweigerd.

Voor wat betreft document 39 geldt dat passages op grond van artikel 10, eerste lid, onder c van de Wob, niet openbaar worden gemaakt, voor zover het vertrouwelijk medegedeelde bedrijfsinformatie betreft en vertrouwelijke informatie betreft waaruit de technische bedrijfsvoering van Huawei kan worden afgeleid. Op grond van artikel 10, eerste lid, aanhef en onder c, van de Wob blijft het verstrekken van dergelijke informatie achterwege voor zover het bedrijfs- en fabricagegegevens betreft, die door natuurlijke personen of rechtspersonen vertrouwelijk aan de overheid zijn meegedeeld. Het is vaste jurisprudentie dat van bedrijfs- en fabricagegegevens sprake is, indien en voor zover uit die gegevens wetenswaardigheden kunnen worden afgelezen of afgeleid met betrekking tot de technische bedrijfsvoering of het productieproces dan wel met betrekking tot de afzet van de producten of de kring van afnemers en leveranciers (zie onder meer ECLI:NL:RVS:2017:2395).

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Ook gegevens die uitsluitend de financiële bedrijfsvoering betreffen, kunnen onder omstandigheden als bedrijfsgegevens worden aangemerkt. De weigeringsgrond zoals neergelegd in artikel 10, eerste lid, aanhef en onder c, van de Wob is bedoeld om te voorkomen dat de bedrijfsgegevens die bedrijven met het oog op concurrentie geheim willen houden, maar wel genoodzaakt zijn aan bestuursorganen te verstrekken, openbaar moeten worden gemaakt (zie Kamerstukken II 1986/87, 19859, 3, p. 33).

Voorts wordt ook de openbaarmaking van passages uit de overeenkomst geweigerd op grond van artikel 10, tweede lid, aanhef en onder g, van de Wob, nu het belang van openbaarmaking niet opweegt tegen het belang van het voorkomen van onevenredige benadeling van de UvA en andere betrokkenen bij de overeenkomst. Uit de weggelakte passages kan concurrentiegevoelige informatie worden afgeleid die de concurrentiepositie van de UvA alsook de concurrentiepositie van de betrokken partijen, nadelig kan beïnvloeden, nu openbaarmaking op grond van de Wob openbaarmaking voor een ieder, en dus ook andere universiteiten, instellingen en onderzoekers, betekent (zie onder meer ECLI:NL:RVS:2015:1270).

III. Documenten waarvan de openbaarmaking wordt geweigerd.

Voor wat betreft document 41, naast het feit dat informatie hieruit vervat is in de beantwoording van Kamervragen zoals beschreven onder I, en de documenten 16, 17, 30 en 37, geldt dat deze documenten mailwisselingen, notities en/of overeenkomsten dan wel informatie met betrekking tot (mogelijke) aanstellingen van medewerkers betreffen.

Daarbij geldt dat de mailwisselingen en de procesnotitie en gespreksverslagen (documenten 16, 17, 41), persoonlijke beleidsopvattingen van ambtenaren bevatten, en deze documenten bovendien zijn opgesteld ter intern beraad. Het interne karakter van een stuk wordt bepaald door het oogmerk waarmee dit is opgesteld (Kamerstukken II 1986/87, 19 859, nr. 3). Degene die het document heeft opgesteld moet de bedoeling hebben gehad dat dit zou dienen voor hemzelf of voor het gebruik door anderen binnen de overheid. Bovengenoemde documenten zijn met dit doel opgesteld. Voorbeelden van stukken voor intern beraad zijn nota's van ambtenaren aan hun politieke of ambtelijke chefs, correspondentie tussen de onderdelen van een ministerie en ministeries onderling, concepten van stukken, agenda's, notulen, samenvattingen en conclusies van interne besprekingen en rapporten van ambtelijke adviescommissies (zie onder meer ECLI:NL:RVS:2015:2263). Voor zover in bovengenoemde documenten al sprake is van feitelijke gegevens, zijn deze zodanig met de persoonlijke beleidsopvattingen verweven dat ook deze gegevens op grond van artikel 11 van de Wob niet openbaar worden gemaakt (zie onder meer de uitspraak van de Afdeling van 27 november 2019, ECLI:NL:RVS:2019:3975). Openbaarmaking word op grond van artikel 11, eerste en tweede lid van de Wob, geweigerd.

Ten aanzien van document 17 en 41 geldt dat er sprake is van dusdanige informatie dat openbaarmaking hiervan de veiligheid van de staat zou kunnen schaden. Openbaarmaking wordt dan ook tevens op grond van artikel 10, eerste lid onder b van de Wob, en artikel 11, eerste en tweede lid, van de Wob, geweigerd.

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Ten aanzien van document 30 geldt dat het een individuele arbeidsovereenkomst betreft, waarvan, als de inhoud daarvan openbaar wordt gemaakt, gemakkelijk zou kunnen worden afgeleid om welke medewerker het gaat. De persoonlijke levenssfeer van de betrokkene kan niet voldoende worden beschermd door het anonimiseren van de informatie. Daarnaast biedt het inzicht in de arbeidsvoorwaarden waartegen de betrokken medewerker bereid is om voor de UvA te werken. Door openbaarmaking zou de persoonlijke levenssfeer van de betreffende persoon ernstig worden aangetast, waarbij van belang is dat deze medewerker geen publieke functie uitoefent. Tevens is van belang dat openbaarmaking op grond van de Wob, leidt tot openbaarmaking voor een ieder. Gelet op het voorgaande is het College van oordeel dat het belang van openbaarmaking niet opweegt tegen het belang van bescherming van de persoonlijke levenssfeer van de betrokken medewerker.

Openbaarmaking van document 30 wordt op grond van artikel 10, eerste lid onder e, van de Wob en/of artikel 10, eerste lid, onder g van de Wob, geweigerd.

Voor wat betreft documenten 35 en 36 geldt dat deze documenten in het geheel niet onder de reikwijdte van de Wob vallen. U wordt verwezen naar de motivering met betrekking tot onderzoeksgegevens, onder II.

4. Kopieerkosten

Conform het tweede lid van de Regeling kopieerkosten bij een verzoek op grond van de Wet openbaarheid van bestuur Universiteit van Amsterdam bedraagt de vergoeding voor veertien of meer kopieën: € 0,35 per kopie.

Dit Wob-besluit betreft het verstrekken van 163 kopieën, derhalve bedraagt de verschuldigde vergoeding € 57,05.

5. Bezwaar belanghebbenden

Bij schrijven van 29 november 2021, hebben wij u medegedeeld dat wij de zienswijzen van de betrokken partijen zouden opvragen. Een of meer van de betrokkenen zou mogelijk bezwaar kunnen hebben tegen openbaarmaking van de documenten. Derhalve zullen wij, op grond van artikel 6, vijfde lid, van de Wob, de documenten twee weken na dagtekening van dit besluit verstrekken, zodat de belanghebbende(n) de mogelijkheid wordt geboden om rechtsmiddelen aan te wenden.

6. Besluit

Het College van Bestuur besluit:

1. uw verzoek deels toe te wijzen met inachtneming van artikel 10, tweede lid, aanhef en onder b, c, e en g, van de Wob en, en artikel 11, eerste en tweede lid, van de Wob;
2. uw verzoek af te wijzen voor zover de gevraagde documenten reeds openbaar of niet aanwezig zijn;
3. een verschuldigde vergoeding voor het verstrekken van kopieën vast te stellen van € 57,05;
4. de documenten op grond van artikel 6, vijfde lid van de Wob, twee weken na dagtekening van dit besluit te verstrekken.



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7. Hoor en wederhoor in het geval van publicatie

In het kader van hoor en wederhoor vragen wij u en uw cliënt [REDACTED] om een eventuele publicatie met betrekking tot de openbaargemaakte documenten uiterlijk 48 uur voor publicatie aan ons voor te leggen.

Hoogachtend,
het College van Bestuur,



prof. dr. Geert T.M. ten Dam,
voorzitter

Tegen deze beslissing kunt u binnen 6 weken na verzending van deze beslissing bezwaar instellen bij het College van Bestuur van de Universiteit van Amsterdam, t.a.v. Juridische Zaken, Postbus 19268, 1000 GG Amsterdam. Uw bezwaarschrift dient ondertekend te zijn en bevat ten minste uw naam, adres, datum, gronden van het bezwaar en een omschrijving van het besluit waartegen het bezwaar zich richt of een afschrift van het besluit waartegen het bezwaar zich richt.

nr	document(en)	reeds openbaar	niet	geheel	deels	art. 10, lid 1, b	art. 10, lid 1, c	art. 10, lid 2, e	art. 10, lid 2, g	art. 11, lid 1, lid 2	dubbel	vbv
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Inventarislijst Wob China

		Wordt verstrekt				Weigeringsgrond					Dubbel	valt buiten verzoek
	document(en)	reeds openbaar	niet	geheel	deels	art. 10, lid 1, b	art. 10, lid 1, c	art. 10, lid 2, e	art. 10, lid 2, g	art. 11, lid 1, lid 2		
MoU's	1 MoU Tsinghua University				x			x				
	2 MoU Peking University				x			x				
	3 MoU Nottingham University				x			x				
	4 MoU Nottingham Ningbo				x			x				
	5 MoU Nottingham Ningbo II				x			x				
	6 MoU Hongkong				x			x				
Ovk's	7 Ovk Chengdu Development Center of Science and Technology en FNWI				x			x				
	8 Ovk Beijing Xunchifeilong Data Technology Co., Ltd.				x			x				
	9 Ovk Tsinghua (JRC)				x			x				
	10 Omschrijving JRC				x			x				
CSC	11 Memo China Scholarship Council				x			x				
	12 Besluit CvB samenwerking China Scholarship Council				x			x				
	13 Ovk China Scholarship Council				x			x				
overig	14 Uitnodiging symposium CvB				x			x				
	15 Uitnodiging delegatie Fudan University				x			x				
	16 Mailwisseling FNWI mogelijk profiel China advisor		x					x		x		
	17 Mailwisseling AIO		x			x				x		
FNWI/CLC	18 Brief Tsinghua leerstoel				x			x				
	19 Verzoek instelling Amsterdam Logic Chair				x			x				
	20 Instemming AUF met bijz. leerstoel				x			x				
	21 Benoeming bijzonder hoogleraar				x			x				
	22 Instemming verlenging leerstoel				x			x				
	23 Brief verlenging leerstoel				x			x				
	24 AUF verlenging leerstoel				x			x				
	25 Curatorium verlenging leerstoel				x			x				
	26 Instemming wijziging curatorium				x			x				
	27 Wijzigingsbrief curatorium CLC				x			x				
	28 Instemming Tsinghua				x			x				
	29 Reports werkzaamheden				x			x				
	30 Formulier nevenwerkzaamheden	x	x					x				
FDR	31 Availability statements				x			x				
	32 Toekenning subsidie NWO/KNAW				x			x				
	33 Report onderzoek				x			x				x
	34 Final report onderzoek				x							x
	35 Onderzoeksvoorstel		x									x
	36 Aanvraag NWO/KNAW		x									x
	37 Overeenkomst met onderzoeker		x					x	x			
Huawei	38 letter of intent Huawei NL				x			x				
	39 Ovk UvA, Huawei, VU				x		x	x	x			x
	40 Checklist HCSS				x		x	x	x	x		
	41 Procesnotitie en gespreksverslagen totstandkoming ovk. Huawei	x	x			x				x		

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IN 30 SEP. 2013 441674/2013ci		d.507/
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UNIVERSITY OF AMSTERDAM



清华大学
Tsinghua University

AGREEMENT OF COOPERATION
BETWEEN
THE UNIVERSITY OF AMSTERDAM
AND
TSINGHUA UNIVERSITY, BEIJING, CHINA

This Agreement is made and entered into, by and between the University of Amsterdam (hereinafter as UvA) and Tsinghua University, Beijing, China (hereinafter as Tsinghua).

1. Whereas UvA and Tsinghua University desire to engage in cooperative educational and research activities, for the mutual benefit of both institutions, UvA and Tsinghua have agreed upon the following:
 - Joint research in the fields of mutual interest to both universities;
 - Exchange of faculty members and researchers;
 - Exchange of students;
 - Joint organization of seminars and academic meetings;
 - Exchange of materials in education, and research, publications and academic information.
2. Each activity to be performed under this Agreement shall be undertaken pursuant to an addendum that will contain the specific terms and conditions governing the activity. These terms and conditions shall be mutually agreed upon by the two universities on a case by case basis.
3. Recognizing that the implementation of any form of academic collaboration depends on the availability of financial support, both universities shall make their best endeavors to identify and gain access to suitable sources of funding to support the activities proposed in this Agreement.
4. All activities developed hereunder shall be in accordance with all applicable rules and regulations of UvA and Tsinghua, and all applicable national and local laws, rules and regulations.
5. The Agreement shall be valid for a period of five years and shall become effective from the date when representatives of both universities shall have affixed their signatures to it. The Agreement may be further extended as a result of discussion by representatives of both universities commencing not later than two months before the expiry date of the initial validity period.

6. The Agreement may be revised or modified within its period of validity by mutual consent. It may also be terminated within that period by either university giving not less than three months' prior written notice of the intention to terminate to the other university.

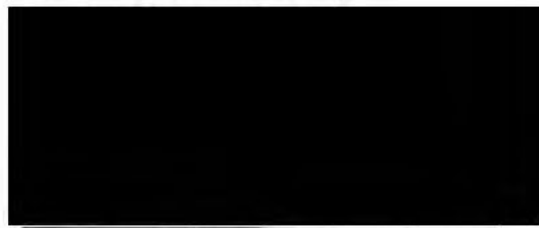
For the University of Amsterdam:



Dr. Louise J. Gunning - Schepers
President
University of Amsterdam

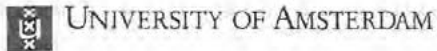
Date: 25-9-13

For Tsinghua University:



Prof. CHEN Jining
President
Tsinghua University

Date: 25 Sept 2013



PREAMBLE
MEMORANDUM OF UNDERSTANDING

BETWEEN

PEKING UNIVERSITY

AND

UVA CvB	AFH DEP	DEP
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UNIVERSITY OF AMSTERDAM

Considering the academic common interests of our two universities;

Intending to maintain a framework necessary for the execution of academic co-operation;

Finding that a new Memorandum of Understanding will be beneficial to this end;

Acknowledging the importance of more than 20 years of co-operation between our universities;

Acknowledging the necessity of adapting the existing agreement to modern times;

Acknowledging this wish of both parties to further explore the possibilities for joint research and educational programmes;

We declare that: The University of Amsterdam and Peking University will encourage academic co-operation through research and study by signing the attached updated Memorandum of Understanding.



UNIVERSITY OF AMSTERDAM



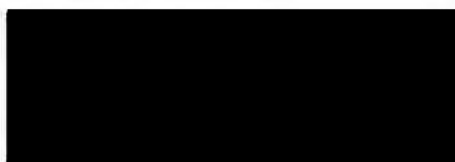
北京大学
PEKING UNIVERSITY

MEMORANDUM OF UNDERSTANDING
BETWEEN
PEKING UNIVERSITY
AND
UNIVERSITY OF AMSTERDAM

1. The University of Amsterdam and Peking University hereby agree to encourage academic co-operation through research and study as stipulated below. Specific details of any activity can be set forth in a Supplemental Letter of Agreement (SLOA) which, upon signing, shall become an integral part of the general Memorandum of Understanding.
 - a. To encourage exchanges by students and faculty from one university to the other for the purpose of engaging in research and education;
 - b. To facilitate the admission of qualified students from one university to the other for the purpose of enrolling in undergraduate and graduate programmes, and in the case of advanced graduate students, participating in research;
 - c. To foster the exchange of academic publications and scholarly information;
 - d. To promote other academic activities which enhance the above mentioned goals.
2. Both universities acknowledge that the visit by faculty and students from one university to another shall be subject to the entry and visa regulations of the People's Republic of China and the Netherlands, and shall comply with the regulations and policies of Peking University and University of Amsterdam.
3. Both universities agree that in principle all expenses, including research materials, international and domestic travel, accommodation, per diem, honoraria and all other costs, shall be the responsibility of the home university or the visiting faculty/student.
4. Supplement Letters of Agreement may stipulate otherwise. However, each side will do its utmost to make available university accommodation to visiting faculty and students.

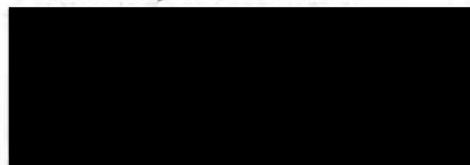
5. Both universities agree to review this Memorandum of Understanding after three years following the date of signing, and acknowledge that this Memorandum is subject to revision and termination at any time by mutual consent or by nine month's notice by either party.

Peking University



Prof. Wang Jie
Vice President

University of Amsterdam



Dr. Louise J. Gunning-Schepers
President

Date: 2013.9.26.

Date: 26-9-13



UNIVERSITEIT VAN AMSTERDAM
Studenten Services

Aan: [REDACTED]

Van: [REDACTED]

Datum: 25-3

Binnengasthuisstraat 9
1012 ZA Amsterdam
Tel: 020-525 8080
Fax: 020-525 2999

graag archiveren

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PREAMBLE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF NOTTINGHAM, UNITED KINGDOM
AND
UNIVERSITY OF AMSTERDAM, THE NETHERLANDS

Considering the academic common interests of our two universities;

Considering the existing co-operation of our two universities in *Universitas 21*;

Confirming the objectives of the Delhi Accord on *Universitas 21* Student Mobility;

Intending to maintain a framework necessary for the execution of academic
co-operation;

We declare that: The University of Amsterdam and The University of Nottingham will
encourage academic co-operation through research and study by signing the attached
Memorandum of Understanding.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF NOTTINGHAM
AND
UNIVERSITY OF AMSTERDAM**

1. This memorandum applies to the University of Nottingham's campuses in the UK, China and Malaysia.
2. University of Amsterdam and The University of Nottingham hereby agree to encourage academic co-operation through research and study as stipulated below. Specific details of any activity can be set forth in a general Erasmus Bilateral Agreement which, upon signing, shall become an integral part of the general Memorandum of Understanding.
 - a. To encourage exchanges by students and faculty from one university to the other for the purpose of engaging in research and education;
 - b. To facilitate the admission of qualified students from one university to the other for the purpose of enrolling in undergraduate and graduate programmes, and in the case of advanced graduate students, participating in research;
 - c. To foster the exchange of academic publications and scholarly information;
 - d. To promote other academic activities which enhance the above mentioned goals
3. Both universities acknowledge that the visit by faculty and students from one university to another shall be subject to the entry and visa regulations of United Kingdom and the Netherlands, and shall comply with the regulations and policies of The University of Nottingham and University of Amsterdam.
4. Both universities agree that in principle all expenses, including research materials, international and domestic travel, accommodation, per diem, honoraria and all other costs, shall be the responsibility of the home university or the visiting faculty/student.
5. Supplement Letters of Agreement may stipulate otherwise. However, each side will do its utmost to assist visiting faculty and student in finding accommodation.
6. Both universities agree to review this Memorandum of Understanding after five (5) years following the date of signing, and acknowledge that this Memorandum is subject to revision and termination at any time by mutual consent or by nine month's notice by either party.

The University of Nottingham


Prof. David Greenaway
Vice Chancellor

Date: 06/03/13

University of Amsterdam


Dr. Louise J. Gunning-Schepers
President

Date: 16 JAN. 2013



The University
of Nottingham
Ningbo, China

宁波诺丁汉大学

4

Head of Office/ International Student Affairs
University of Amsterdam
Binnengasthuisstraat 9
1012 ZA Amsterdam
The Netherlands
T +31 (0)20 525 [redacted]

UvA CvB	AFH STS	DEP 170 Wt.
IN - DEC 2010 441674/2010ci2364		
VE	FM	VVZ
		SEC
		ALZ

Dear [redacted]

Please find enclosed 2 copies of agreement between The University of Amsterdam and The University of Nottingham Ningbo, China, signed by Professor Nick Miles, Provost and CEO of The University of Nottingham Ningbo, China.

We would appreciate it if you could forward the documents to relevant parties for signature and return one copy to us for our record.

We take great pleasure in signing these agreements and I look forward to a successful relationship between our institutions.

Yours Sincerely, _____

[redacted signature]

2010-12-6

Kevin Lin (Mr.)
Deputy Director, International Office
The University of Nottingham Ningbo, China



UNIVERSITY OF AMSTERDAM



The University
of Nottingham
Ningbo, China

PREAMBLE
MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNIVERSITY OF NOTTINGHAM NINGBO, CHINA
AND
UNIVERSITY OF AMSTERDAM, THE NETHERLANDS

Considering the academic common interests of our two universities;

Intending to maintain a framework necessary for the execution of academic co-operation;

Finding that a new Memorandum of Understanding will be beneficial to this end;

Acknowledging the necessity of adapting the existing agreement to modern times;

Acknowledging this wish of both parties to further explore the possibilities for joint research and educational programmes;

We declare that: The University of Amsterdam and The University of Nottingham Ningbo, China will encourage academic co-operation through research and study by signing the attached updated Memorandum of Understanding.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF NOTTINGHAM NINGBO, CHINA
AND
UNIVERSITY OF AMSTERDAM**

1. The University of Amsterdam and The University of Nottingham Ningbo, China hereby agree to encourage academic co-operation through research and study as stipulated below. Specific details of any activity can be set forth in a Supplemental Letter of Agreement (SLOA) which, upon signing, shall become an integral part of the general Memorandum of Understanding.
 - a. To encourage exchanges by students and faculty from one university to the other for the purpose of engaging in research and education;
 - b. To facilitate the admission of qualified students from one university to the other for the purpose of enrolling in undergraduate and graduate programmes, and in the case of advanced graduate students, participating in research;
 - c. To foster the exchange of academic publications and scholarly information;
 - d. To promote other academic activities which enhance the above mentioned goals
2. Both universities acknowledge that the visit by faculty and students from one university to another shall be subject to the entry and visa regulations of People's Republic of China and the Netherlands, and shall comply with the regulations and policies of The University of Nottingham Ningbo, China and University of Amsterdam.
3. Both universities agree that in principle all expenses, including research materials, international and domestic travel, accommodation, per diem, honoraria and all other costs, shall be the responsibility of the home university or the visiting faculty student.
4. Supplement Letters of Agreement may stipulate otherwise. However, each side will do its utmost to make available university accommodation to visiting faculty and students.
5. Both universities agree to review this Memorandum of Understanding after three years following the date of signing, and acknowledge that this Memorandum is subject to revision and termination at any time by mutual consent or by nine month's notice by either party.

The University of Nottingham Ningbo, China


Professor Nick Miles
Provost & CEO

Date: _____


Professor Christine Ennew
Pro-Vice-Chancellor

3/11/10
Date:

University of Amsterdam


Dr. Karel van der Toorn
President

Date: **22 DEC, 2010**



***Supplemental Letter of Agreement for the Exchange of Students
The University of Nottingham Ningbo, China
and University of Amsterdam***

The purpose of this Supplemental Letter of Agreement is to set out the details of a university wide student exchange agreement between The University of Nottingham Ningbo China and University of Amsterdam. It is an integral part of the Memorandum of Understanding between these two universities

PARTICIPATING PARTIES:

- I. The University of Nottingham Ningbo, China**
- II. University of Amsterdam**

TERMS of THE SLOA

1. The two parties agree to enter into a university-wide student exchange agreement, commencing in the year The University of Nottingham Ningbo, China
2. The participating students will register at the host institution for the full academic year or for a minimum of one academic term.
3. The University of Nottingham Ningbo, China may send up to 4 students for a period of a semester or 2 student for a period of one academic year. UvA may send up to 4 students for a period of a semester or 2 students for a period of one academic year, or a combination of both.
4. The number of participants may be increased subject to the mutual interest and agreement of both universities
5. The candidates will be students who are completing an undergraduate or graduate program at their respective institutions.
6. The candidates will be selected by their respective institutions to participate in the exchange, and will then be considered for admission as non-degree special students by the host institutions. Candidates must satisfy admission requirements for special student status, including language proficiency requirements, of the host institution.
7. UvA participants will be required to have completed at least 2 years of full-time university studies prior to participation in the exchange. The University of Nottingham Ningbo, China students will be required to have completed at least 2 years of full-time university studies prior to participation in the exchange.

8. Each institution will appoint an individual to act as the coordinator for the exchange. In the case of the The University of Nottingham Ningbo, China, this function will be responsibility of *the International Office*, in the case of UvA this function will be responsibility of the office of *International Student Affairs (Bureau Internationale Studentenzaken)*
9. The sending institution will forward the profiles of its candidates to the host institution before the relevant deadline.
10. The host institution will notify the successful candidates of their acceptance to the institution two months before the enrollment process begins and upon compliance with all requirements for admission .The host institution will have the right of refusal of any candidate who may be unacceptable for the exchange.
11. The participants in the exchange will pay tuition and other mandatory fees at the home institution.
12. Upon arrival at the host institution students will be required to pay incidental fees, details of which will be discussed and agreed upon by the two institutions on a yearly basis.
13. Students from UvA may choose and enroll in the courses available in the Faculty or Academic Unit to which they have been admitted at The University of Nottingham Ningbo, China, provided that they satisfy the individual course prerequisites including language proficiency, and on the understanding that additional selection procedures may be required for courses with limited enrollment. Students from the The University of Nottingham Ningbo, China may choose to enroll in the courses available in the division to which they have been admitted at the UvA, provided that they satisfy the individual course prerequisites including language proficiency, and on the understanding that additional selection procedures may be required for courses with limited enrollment.
14. At the end of the exchange period, the host institution will send an official transcript report of the academic achievement of the student, to the home institution. If applicable, the home institution will convert the awarded credit point into the local credit system.
15. Students will be guaranteed credit at their home institution for courses taken at the host institution provided that their studies have received prior approval by the appropriate authorities, and that said courses are successfully completed with a minimum grade acceptable at the home institution.
16. Participants in the exchange are non-degree candidates and cannot become degree candidates as a result of the academic exchange.
17. Each participant in the exchange must ensure that they have adequate health and medical insurance coverage that includes accidents and repatriation of remains.
18. The University of Nottingham Ningbo, China and UvA both agree that participants under the Exchange will be selected on the basis of merit without regard to race,

national or ethnic origin, color, religion, age, gender sexual orientation, marital status or physical disability. UvA and The University of Nottingham Ningbo, China will each accept the participants selected by the other party if mutually acceptable academic and/or professional qualifications and standards are met. All participants will be treated in a non-discriminatory manner in carrying out the provisions of the SLOA, subject to the provisions of the policies and requirements of each of the institutions. Any violation of these principles will be considered grounds for terminating the SLOA.

19. The scope and the conditions for the development of other cooperative activities mentioned in Memorandum of Understanding (MoU) will be described in specific agreements that will require the approval and signature of the president of the Board of Director of The University of Nottingham Ningbo, China and UvA. In the specific agreements the academic and administrative requirements of both parties will be respected.
20. This SLOA shall take effect when signed by both parties, and will remain in effect for a period of three years. After three years the SLOA will be evaluated and may be renewed by means of express written communication and agreement by both parties. Each party reserves the right to terminate this SLOA upon six months written notice to the other.
21. Administration of this agreement shall be the responsibility of the office of International Student Affairs (Bureau Internationale Studentenzaken) at UvA and the International Office of The University of Nottingham Ningbo, China. Any additions, changes or deletions must be approved by these representatives at both universities. All notices shall be in writing and shall be directed to these individuals as follows:

IN WITNESS WHEREOF, the parties hereto have offered their signatures:

The University of Nottingham Ningbo, China



Professor Nick Miles
President & CEO

Date: _____



Professor Christine Ennew
Pro-Vice-Chancellor

3 / 11 / 10
Date:

University of Amsterdam



Dr. Karel van der Toorn
President

Date: **22 DEC. 2010**



The University of
Nottingham

UNITED KINGDOM • CHINA • MALAYSIA



UNIVERSITY OF AMSTERDAM

PREAMBLE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF NOTTINGHAM NINGBO CHINA
AND
UNIVERSITY OF AMSTERDAM, THE NETHERLANDS

Considering the academic common interests of our two universities;

Considering the existing co-operation of our two universities in *Universitas 21*;

Confirming the objectives of the Delhi Accord on *Universitas 21* Student Mobility;

Intending to maintain a framework necessary for the execution of academic co-operation;

We declare that: The University of Amsterdam and The University of Nottingham Ningbo China will encourage academic co-operation through research and study by signing the attached Memorandum of Understanding.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF NOTTINGHAM NINGBO ("UNNC")
AND
UNIVERSITY OF AMSTERDAM ("UVA")**

1. UvA and UNNC hereby agree to encourage academic co-operation through research and study as stipulated below. Specific details of any activity can be set forth in a Supplemental Letter of Agreement (SLOA) which, upon signing, shall become an integral part of the general Memorandum of Understanding.
 - a. To encourage exchanges by students and faculty from one university to the other for the purpose of engaging in research and education;
 - b. To facilitate the admission of qualified students from one university to the other for the purpose of enrolling in undergraduate and graduate programmes, and in the case of advanced graduate students, participating in research;
 - c. To foster the exchange of academic publications and scholarly information;
 - d. To promote other academic activities which enhance the above mentioned goals
2. Both universities acknowledge that the visit by faculty and students from one university to another shall be subject to the entry and visa regulations of People's Republic of China and the Netherlands, and shall comply with the regulations and policies of UNNC and UvA.
3. Both universities agree that in principle all expenses, including research materials, international and domestic travel, accommodation, per diem, honoraria and all other costs, shall be the responsibility of the home university or the visiting faculty/student.
4. Supplement Letters of Agreement may stipulate otherwise. However, each side will do its utmost to make available university accommodation to visiting faculty and students.
5. Both universities agree to review this Memorandum of Understanding after five (5) years following the date of signing, and acknowledge that this Memorandum is subject to revision and termination at any time by mutual consent or by nine month's notice by either party.

The University of Nottingham Ningbo China

Professor Nick Miles OBE
Provost and Pro Vice-Chancellor
The University of Nottingham Ningbo China

Date:

27/6/2014

University of Amsterdam

Dr. Louise J. Gunning-Schepers
President

Date:

14 MEI 2014



UNIVERSITY OF AMSTERDAM



The University of
Nottingham

UNITED KINGDOM • CHINA • MALAYSIA

Supplemental Letter of Agreement for the Exchange of Students

Between

University of Amsterdam

And

The University of Nottingham Ningbo China

The purpose of this Supplemental Letter of Agreement (SLOA) is to establish an affiliation between University of Amsterdam and The University of Nottingham Ningbo China for the purpose of a university-wide student exchange agreement.

PARTICIPATING PARTIES

- I. University of Amsterdam (UvA)
- II. The University of Nottingham Ningbo China (UNNC)

TERMS OF THE SLOA

1. The two parties agree to enter into a university-wide student exchange agreement, commencing in **September 2014**
2. The participating students will register at the host institution for the full academic year or for a minimum of one academic term.
3. Each institution may send up to four (4) students for a period of a semester or two (2) students for a period of one academic year or a combination of both to participate in the exchange. The number of participants may be increased subject to the mutual agreement of both universities. The exchange program aims for a balance in the number of students exchanged over the term of the Agreement.
4. The candidates will be students who are completing an undergraduate or graduate program at their respective institutions.
5. The candidates will be selected by their respective institutions to participate in the exchange, and will then be considered for admission as non-degree special students by the host institutions. Candidates must satisfy admission requirements for special student status, including language proficiency requirements, of the host institution.



UNIVERSITY OF AMSTERDAM



The University of
Nottingham

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6. Participants in the exchange will be required to have completed at least two (2) years of full-time university studies prior to participation in the exchange.
7. Each institution will appoint an individual to act as the coordinator for the exchange.
8. The sending institution will forward the profiles of its candidates to the host institution in March of the application year, and final standing of those students by July of that year.
9. The host institution will notify the successful candidates of their provisional acceptance to the institution by early May, subject to confirmation of satisfactory examination results in June or July; the host institution will have the right of refusal of any candidate who may appear to be unacceptable for the exchange.
10. The participants in the exchange will pay the tuition and compulsory incidental fees (or any other fees) for the respective program at the home institution prior to departure for the host institution.
11. On arrival at the host institution, the participants of the exchange will not be required to pay tuition and compulsory incidental fees, but may elect to pay non-compulsory incidental fees.
12. Students from University of Amsterdam will be free to choose courses from the full range of courses available in the division to which they have been admitted at The University of Nottingham Ningbo China, provided that they satisfy the individual course prerequisites, and on the understanding that additional selection procedures may be required for courses with limited enrolment.
Students from The University of Nottingham Ningbo China will be free to choose courses from the full range of courses available in the division to which they have been admitted at the University of Amsterdam, provided that they satisfy the individual course prerequisites, and on the understanding that additional selection procedures may be required for courses with limited enrolment. Fulfilling the requirements for a course does not guarantee placement in a course as most courses have a maximum participation limit.
13. At the end of the academic year, the participants in the exchange will request the host institution to send to the home institution a report/official transcript of their academic achievement.



UNIVERSITY OF AMSTERDAM



The University of
Nottingham

UNITED KINGDOM • CHINA • MALAYSIA

14. Students of University of Amsterdam will be guaranteed credit at their home institution for courses taken at The University of Nottingham Ningbo China, provided that their studies have received prior approval by the appropriate authorities at University of Amsterdam, and provided that courses are successfully completed with a minimum grade acceptable to their division at University van Amsterdam.
15. Students of The University of Nottingham Ningbo China will be guaranteed credit for their studies at University of Amsterdam, provided that their studies have received prior approval by the appropriate authorities at The University of Nottingham Ningbo China, and provided that courses are successfully completed with a minimum grade acceptable to their division at The University of Nottingham Ningbo China.
16. Participants in the exchange are not degree candidates and cannot become degree candidates without applying for admission. Participation in the exchange will not attract preferential status.
17. Each participant in the exchange must ensure that they have adequate health and accident insurance coverage.
18. The participants under the Exchange will be selected on the basis of merit without regard to race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status or physical handicap. University of Amsterdam and The University of Nottingham Ningbo China will each accept the participants selected by the other party if mutually acceptable academic and/or professional qualifications and standards are met. All participants will be treated in the same non-discriminatory manner in carrying out the provisions of the SLOA, subject to the provisions of the policies and requirements of each of the institutions. Any violation of these principles will be considered grounds for terminating the SLOA.
19. Implementation of this SLOA is subject to sufficient funding being procured as appropriate by each institution.
20. The parties will review the terms of the SLOA annually to assess the success of the exchange, and will determine whether to continue, modify or discontinue the SLOA. Each party reserves the right to terminate this SLOA upon six months written notice to the other.
21. This SLOA shall take effect when signed by both parties, and will remain in effect for a period of five (5) years. After termination of these five (5) years the SLOA will be evaluated and may be renewed by means of express written communication and agreement by both parties. Each party reserves the right to terminate this SLOA upon six (6) months written



UNIVERSITY OF AMSTERDAM



The University of
Nottingham

UNITED KINGDOM • CHINA • MALAYSIA

notice to the other.

IN WITNESS WHEREOF, the parties hereto have offered their signatures:

The University of Nottingham Ningbo China

Professor Nick Miles OBE
Provost and Pro Vice-Chancellor

Date: 27/6/2014

University of Amsterdam

Dr Louise J. Gunning-Schepers
President

Date: 14 MEI 2014

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF HONG KONG
AND
UNIVERSITY OF AMSTERDAM**

1. The University of Amsterdam and the University of Hong Kong hereby agree to encourage academic co-operation through research and study as stipulated below. Specific details of any activity can be set forth in a Supplemental Letter of Agreement (SLOA) which, upon signing, shall become an integral part of the general Memorandum of Understanding.
 - a. To encourage exchanges by students and faculty from one university to the other for the purpose of engaging in research and education;
 - b. To facilitate the admission of qualified students from one university to the other for the purpose of enrolling in undergraduate and graduate programmes, and in the case of advanced graduate students, participating in research;
 - c. To foster the exchange of academic publications and scholarly information;
 - d. To promote other academic activities which enhance the above mentioned goals
2. Both universities acknowledge that the visit by faculty and students from one university to another shall be subject to the entry and visa regulations of Hong Kong Special Administrative Region and the Netherlands, and shall comply with the regulations and policies of the University of Hong Kong and University of Amsterdam.
3. Both universities agree that in principle all expenses, including research materials, international and domestic travel, accommodation, per diem, honoraria and all other costs, shall be the responsibility of the home university or the visiting faculty student.
4. Supplement Letters of Agreement may stipulate otherwise. However, each side will do its utmost to make available university accommodation to visiting faculty and students.
5. Both universities agree to review this Memorandum of Understanding after five years following the date of signing, and acknowledge that this Memorandum is subject to revision and termination at any time by mutual consent or by nine month's notice by either party.

The University of Hong Kong

Prof. Roland Chin

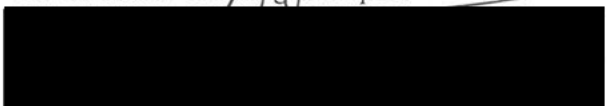


Provost and Deputy Vice-Chancellor

Date: Oct 27, 2014

University of Amsterdam

Dr. Louise J. Gunning Schepers



President

Date: 27 Oct. 2014

PREAMBLE
MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNIVERSITY OF HONG KONG, HONG KONG SAR
AND
University of Amsterdam, The Netherlands

Considering the academic common interests of our two universities;

Considering the existing co-operation of our two universities in *Universitas 21*;

Confirming the objectives of the Delhi Accord on *Universitas 21* Student Mobility;

Intending to maintain a framework necessary for the execution of academic
co-operation;

Finding that a renewed Memorandum of Understanding will be beneficial to this end;

Acknowledging the necessity of adapting the existing agreement to modern times;

Acknowledging this wish of both parties to further explore the possibilities for joint
research and educational programmes;

We declare that: The University of Amsterdam and the University of Hong Kong will
encourage academic co-operation through research and study by signing the attached
updated Memorandum of Understanding.

AGREEMENT FOR SCIENTIFIC RESEARCH COLLABORATION
BETWEEN
THE CHENGDU DEVELOPMENT CENTER FOR SCIENCE AND
TECHNOLOGY (CDCST)
AND
THE FACULTY OF SCIENCE AND INFORMATICS OF THE UNIVERSITY OF
AMSTERDAM (UvA)

The **FACULTY OF SCIENCE AND INFORMATICS OF THE UNIVERSITY OF AMSTERDAM (UvA)** (hereinafter referred to as UvA), whose registered office is situated at Science Park 904, 1098 XH, Amsterdam, The Netherlands, represented for the purpose of the signature of this contract by Mr. Kareljan Schoutens, Dean,

on the one part

and

The **CHENGDU DEVELOPMENT CENTER FOR SCIENCE AND TECHNOLOGY** (hereinafter referred to as CDCST), whose registered office is situated at, Chengdu, P.R. China, represented for the purpose of the signature of this contract by 596 Yinhe Road, Shuangliu, Chengdu, Sichuan, 610200, China, represented for the purpose of the signature of this contract by Professor Kezhao Liu, Director of CDCST,,

on the other part

HAVING REGARD to the Intention of the UvA to strengthen its ties with research and educational institutions in the People's Republic of China, and the desire of CDCST to increase its collaboration with Institutions outside the People's Republic of China,

WHEREAS:

The collaboration between the two institutions is considered very favourable for the development of the cooperation foreseen in the above mentioned initiative,

HAVE AGREED AS FOLLOWS:

ARTICLE 1.- SUBJECT OF THE AGREEMENT

Implementation of a long-term program on the development and intensification of scientific and technical cooperation in the field of sustainable chemistry.

Signing the present Agreement, the Parties proceed from the spirit of partnership and equality between the two countries, mutual interests, observance of pertinent international and national law and obligations of each Party.

ARTICLE 2.- AREAS OF COOPERATION

Having in mind the long-term nature of the present Agreement, the Parties have decided that the cooperation will be exercised in, but not be limited to, the following areas:

- 2.1. The study of plasma induced chemistry with a special emphasis on CO₂ conversion;
- 2.2. The research and development of heterogeneous catalysts in the context of green energy and CO₂ conversion;
- 2.3. The development of computational chemistry methods and their use for above mentioned fields of research
- 2.64. Other areas, necessary for reaching the goal of the present Agreement.

ARTICLE 3.- FORMS OF COOPERATION

The Parties have agreed on the following main forms of cooperation:

- 3.1. Exchange of information within the subject framework of the present Agreement;
- 3.2. Preparation of two types of agreements comprising the subject of the present Agreement. The first type – agreement on different forms of information exchange on a cost-free basis. The second type – agreement on execution of work (research, experiments, tests and other) requiring payments for the work done;
- 3.3. Scientific exchange. The terms of scientific exchange shall be agreed by The Parties on a case by case basis;
- 3.4. Conferences, seminars, meetings, consultations and other scientific events;
- 3.5. Organizational matters concerning exchange of materials, equipment, spare parts for analytical and experimental work;
- 3.6. Enlisting the services of the third Parties, accepting the responsibility before the other Party for their actions;
- 3.7. Joint training programs for PhD students aiming to allow obtaining PhD-degrees at UvA by young scientists from CDCST and Universities CDCST is connected to.
- 3.8. Other forms of cooperation, necessary, in the opinion of the Parties, to reach the goals of the present Agreement.

ARTICLE 4.- CONFIDENTIALITY

- 4.1. The Parties commit themselves to respect confidentiality in respect of the gained information, knowledge and experience that were mutually agreed as products having confidential nature.
- 4.2. The Parties agreed that the received information could be made available only to those persons of the Parties that are directly involved in the work under the present Agreement.

ARTICLE 5.- INTELLECTUAL PROPERTY

- 5.1. Scientific data received as a result of the joint work under the present Agreement represent the intellectual property of the Parties.
- 5.2. The intellectual rights are protected by the Parties by drawing up specific agreements, by noting the Parties of the present Agreement in printed materials, at congresses, conferences, meetings, consultations and other scientific and promotional events that provide the exchange and dissemination of information.
- 5.3. The present Agreement envisages legal protection of the joint intellectual property in conformity with the reached agreement and the existing law of the Parties.

ARTICLE 6.- RESPONSIBILITY OF THE PARTIES

- 6.1. All activities of the present Agreement's participants are exercised in accordance with the existing law of the Parties.
- 6.2. Compensation of damage inflicted on one or both Parties in the process of work under the present Agreement shall be assessed and settled in accordance with the existing law of the Parties.

- 6.3. The Parties shall strive to resolve all issues related to application and interpretation of the present Agreement by means of mutual consultations.

ARTICLE 7.- VALIDITY OF THE AGREEMENT

- 7.1. The present Agreement enters into force on the date of its signing by the Parties.
7.2. The present Agreement is valid for five years.
7.3. On expiry of the present Agreement it is automatically extended for the successive five years.
7.4. The Agreement can be terminated. In this case one of the Parties notifies in a written form the other Party of its intention to terminate the Agreement. The written notification should be forwarded five month prior to the expiry date of the Agreement.
7.5. Independently of the termination of the Agreement all the work under the agreements, signed within this period should be completed.

ARTICLE 8.- LEGAL ADDRESSES AND SIGNATURES OF THE PARTIES

- 8.1. All changes and additions to the present Agreement are valid if they are done in a written form and signed by the authorized persons of both Parties.
8.2. The Agreement is done in three copies in English, all the texts are authentic and of the similar power.

For UvA

For CDCST



Kareljan Schoutens



Kezhao Liu

Place: *Amsterdam*

Place:

Date: *Nov 14, 2018*

Date:

Processing Agreement

The undersigned:

1. The legal entity governed by public law, the **University of Amsterdam**, having its registered office at Spui 21 (1012 WX), Amsterdam, the Netherlands, herein duly represented by [REDACTED] research director Psychology ('UvA')

and
2. The limited liability company **Beijing Xunchifeilong Data Technology Co., Ltd.**, having its registered office at [01 commercial H, Floor 1, Building 16, No. 9, Huinan Road, Huilongguan Town, Changping District], Beijing, China, herein duly represented by [REDACTED] ('Processor')

Whereas:

- (A) The UvA and the Processor have concluded a **Service Provision Agreement** to transcribe Chinese language audio-tapes ('Assignment'), on the basis of which the Processor provides certain services to the UvA.
- (B) Amongst other things, the services include the processing of **personal data** ('**Personal Data**') as specified in **Appendix 1**.
- (C) With regard to the processing of the **Personal Data**, the parties have agreed that the UvA is the 'controller' and the Processor is the 'processor' within the meaning of the General Data Protection Regulation ('GDPR').
- (D) In this agreement ('**Processing Agreement**'), the parties wish to set out what has been agreed between them concerning the processing of the **Personal Data** by the Processor on behalf of the UvA.

Have agreed as follows:

1. Definitions

For the performance of this Processing Agreement, the terms '**process**' or '**processing**', '**data subject**' and '**supervisory authority**' shall have the meanings defined in the GDPR.

2. Data processing – general obligations

- 2.1. The Processor shall process the **Personal Data** in accordance with the provisions of this Processing Agreement.
- 2.2. This Processing Agreement shall replace any previous agreements between the parties concerning the processing of the **Personal Data**.
- 2.3. In pursuance of Articles 28 and 29 of the GDPR:
 - (a) the **Personal Data** shall only be processed on instructions from the UvA, unless statutory obligations require otherwise; the UvA's instructions are deemed to be contained in the Assignment;

- (b) the Processor shall only process the Personal Data on the basis of written instructions from the UvA;
 - (c) the Processor shall ensure that any individuals who are authorised to process the Personal Data have committed themselves to confidentiality or are under appropriate statutory obligations of confidentiality. This duty of confidentiality shall include, at minimum, compliance with the confidentiality requirements set forth in the Assignment.
- 2.4. The parties shall comply with the provisions of the GDPR and other applicable regulations concerning the processing of personal data.
- 3. **Confidentiality**
 - 3.1. The Processor shall only disclose the Personal Data to employees who require access to the Personal Data for performance of the Assignment, unless statutory obligations require them to disclose the Personal Data. Rights of access to the Personal Data may only be granted, modified or withdrawn by the UvA. The Processor shall also warrant that authorised employees have signed a suitable confidentiality agreement and that they will comply with the provisions of this Processing Agreement.
 - 3.2. With regard to the provisions of the previous paragraph, the Processor shall implement adequate organisational and technical measures to prevent unauthorised employees gaining access to the Personal Data.
- 4. **Security measures**
 - 4.1. In pursuance of Articles 28 and 32 of the GDPR, the Processor shall implement appropriate technical and organisational measures to ensure a level of security that is appropriate to the risk. The Processor shall ensure that such measures take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, as well as the varying likelihood and severity of risks for the rights and freedoms of data subjects. Account shall be taken of the risks that may result from accidental or unlawful destruction, loss, alteration and unauthorised disclosure of or access to personal data that has been transmitted, stored or otherwise processed.
 - 4.2. The security measures that must be implemented by the Processor shall, at minimum, include the obligations set forth in the Assignment.
 - 4.3. A summary of the security measures to be implemented can be found in **Appendix 2** to this Processing Agreement.
- 5. **Reporting of data leaks**
 - 5.1. The Processor shall maintain procedures that enable security incidents and data leaks to be reasonably detected and action to be taken, including recovery measures. The Processor shall provide the UvA with a copy of the relevant procedures upon first request.
 - 5.2. In order to enable the UvA to comply with its reporting obligation, the Processor shall notify the UvA of a breach of the security as described in Article 4 above, ideally within 8 hours and in any event within a maximum of 24 hours. Security breaches can be reported to the UvA by sending an email to servicedesk-icts@uva.nl, 020-525 1402 or after business hours: 020-525 3322, if relevant, to another contact designated by the UvA during the term of this Processing Agreement.

Reports must always include:

- (a) the nature of the breach and, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- (b) the name and contact details of the data protection official or another contact point where more information on the breach can be obtained;
- (c) the likely consequences of the personal data breach;
- (d) the measures to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

5.3. With regard to a breach as referred to in 5.1, the Processor shall lend the UvA any assistance that may reasonably be expected of the Processor, including the provision of adequate information and support in connection with investigations by the supervisory authority:

- (a) to repair and investigate the breach and to prevent future breaches;
- (b) to limit the impact of the breach on the privacy of the data subject(s); and/or
- (c) to limit the damage to the UvA as a result of the breach.

5.4. The Processor shall document all personal data breaches, including the details of the personal data breach, the consequences thereof and the corrective measures taken. The Processor shall supply this documentation to the UvA immediately following its request.

5.5. The Processor shall not provide the supervisory authority and/or data subject(s) with information concerning a breach of security without the UvA's prior written consent.

6. Privacy Impact Assessment

6.1. In order to enable the UvA to comply, where appropriate, with an obligation to carry out a Privacy Impact Assessment, the Processor shall provide the UvA, at the UvA's first request and before processing the Personal Data, with:

- (a) a systematic description of the envisaged processing operations;
- (b) an estimate of the risks to the rights and freedoms of the data subject(s), taking into account the nature, scope, context and purposes of the processing;
- (c) details of the measures envisaged to address the risks specified under (b), including safeguards, security measures and mechanisms to ensure the protection of Personal Data and to demonstrate compliance with the GDPR, taking into account the rights and legitimate interests of the data subject(s) and other persons concerned.

6.2. The Processor shall allow the UvA, at the UvA's first request, to assess whether processing of the Personal Data is being implemented in accordance with the assessment referred to in 6.1.

7. Sub-processor

7.1. The Processor shall not outsource the processing of the Personal Data under this Processing Agreement to sub-processors without the UvA's prior written consent. Where general written

consent is granted, the Processor shall advise the UvA of envisaged changes with regard to the addition or replacement of sub-processors, giving the UvA the opportunity to object to these changes.

- 7.2. If the Processor outsources its obligations under this Processing Agreement with the UvA's written consent, the Processor shall conclude a written sub-processing agreement in which the same conditions and obligations – in particular the obligation to provide sufficient guarantees that appropriate technical and organisational measures will be applied – are imposed upon the sub-processor as are imposed upon the Processor in this Processing Agreement. If the sub-processor fails to fulfil its obligations with regard to the Processor, the Processor shall be fully liable with regard to the UvA for fulfilment of the sub-processor's obligations under such a sub-processing agreement. The Processor shall provide the UvA, upon first request, with a copy of the processing agreement concluded between the Processor and the sub-processor, omitting commercially sensitive information where desired.
- 7.3. Any provisions relating to the outsourcing of this Processing Agreement shall be governed by Dutch law.
- 7.4. The Processor shall keep a list of the sub-processing agreements that have been agreed under this Processing Agreement, of which agreements the UvA has been notified, and shall update this list at least once a year. This list shall be kept available for the supervisory authority.

8. Requests from data subjects

- 8.1. Taking into account the nature of the processing, the Processor shall fully support the UvA – amongst other things by taking appropriate technical and organisational measures – in the fulfilment of its duty to comply with requests by data subjects to exercise their rights in accordance with Chapter III of the GDPR.
- 8.2. Whenever the Processor receives a request as referred to in the previous paragraph from a data subject, unless expressly instructed otherwise by the UvA, it shall not act on such a request in the first instance but shall notify the UvA of the request immediately, requesting further instructions.

9. Requests from public authorities

- 9.1. If the Processor receives a request from a public authority for provision of or provision of access to the Personal data, the Processor shall only comply with such a request if it is required to do so by law (including an obligation under international legislation or regulations).
- 9.2. In order to ensure that the Personal Data are protected, the Processor shall ensure in that case that it does not disclose more Personal Data to the public authority than is strictly necessary to comply with the public authority's request. If there is an opportunity to appeal against a request for provision of the Personal Data or a ban on providing third parties with information concerning the request, the Processor shall take full advantage of this opportunity.
- 9.3. If the request for provision of the Personal Data received by the Processor prevents the Processor from notifying third parties, including the UvA, of the request received and the subsequent provision of the Personal Data to a public authority, the Processor shall be regarded as the controller within the meaning of the GDPR for implementation of the request concerned only. As soon as the Processor is permitted to do so, it shall notify the UvA of any requests that it has received and any subsequent provision of the Personal Data.

10. Costs

- 10.1.** Any costs incurred in the performance of this Processing Agreement are already included in the prices and payments agreed for the Assignment, unless the Processor can prove that a data leak or additional work or costs under this Processing Agreement derive from an act or omission on the part of the UvA.
- 11. Transfer**
- 11.1.** As the Processor is vested in a third country, the UvA hereby agrees with a transfer of the Personal Data under the condition that the Standard Contractual Clauses apply (Appendix 3).
- 12. Verification of compliance**
- 12.1.** The UvA shall be entitled to check at any time that the Processor is complying with the provisions of this Processing Agreement.
- 12.2.** At the UvA's request, the Processor shall make available any information that is necessary to demonstrate compliance with the obligations laid down in this Processing Agreement and to enable the performance of audits, including inspections. These checks, audits or inspections shall be carried out by the UvA or by an audit team comprising independent third parties who have been authorised by the UvA, who have the necessary qualifications and who are subject to a duty of confidentiality.
- 12.3.** The Processor itself shall evaluate its processor facilities and security measures on a regular basis and, in any event, at least once a year. The Processor shall, on its own initiative in each case, submit the latest report on the evaluation of its information security to the UvA. The term processor facilities includes any system that is or was used by the Processor or its subcontractors to process the Personal Data.
- 12.4.** The evaluation referred to in the previous paragraph shall include, at minimum, the status of the processor facilities and the security measures, the documented downtime of the technical security measures, the documented compliance or non-compliance of the organisational security measures, security incidents and data leaks that have taken place, perceived threats to security and the Personal Data, necessary and/or recommended improvements and implemented or planned safeguards and measures.
- 13. Assignment of rights**
- The Processor shall not assign rights or obligations deriving from this Processing Agreement to a third party without the UvA's prior consent.
- 14. Term of the Processing Agreement**
- 14.1.** This Processing Agreement shall enter into force as soon as the Processor processes the Personal Data for the UvA on the basis of the Assignment.
- 14.2.** This Processing Agreement shall remain in force for the period of the Assignment. On termination of the Assignment, this Processing Agreement shall automatically end without any further action, legal or otherwise, being required.
- 14.3.** This Processing Agreement cannot be terminated early by the Processor or the UvA.
- 14.4.** Obligations deriving from this Processing Agreement that, on account of their nature, are

designed to continue following termination of the Processing Agreement shall continue to apply after this Processing Agreement has come to an end.

15. Retention periods, return and destruction of Personal Data

- 15.1. The Processor shall not keep the Personal Data longer than is strictly necessary, and definitely not for longer than the term of the Processing Agreement, unless storage of the Personal Data is required by law, in which case the Processor shall keep the personal data for no longer than the statutory required period.
- 15.2. The parties have agreed that, on termination of the Assignment, the Processor, at the UvA's discretion, shall return all Personal Data and copies thereof that the Processor has processed or shall destroy all Personal Data and notify the UvA when it has done so, unless the law prohibits return or destruction of the data. In that case, the Processor shall warrant that it will not disclose the processed Personal Data and the Processor shall no longer actively process the Personal Data.

16. Renegotiation and changes

- 16.1. The parties shall renegotiate this Processing Agreement in good faith if changes in the processed Personal Data or in the reliability requirements so require.
- 16.2. Any derogations from and additions to this Processing Agreement shall only be valid if they have been expressly agreed in writing.

17. Other provisions

- 17.1. This Processing Agreement shall be governed by Dutch law.
- 17.2. Any disputes that may arise in connection with this Processing Agreement shall be referred exclusively to the body that is also authorised to settle any disputes that may arise in connection with the Assignment. In the absence thereof, the competent court in Amsterdam shall have exclusive jurisdiction.
- 17.3. Any general terms and conditions of supply or other general or special conditions of the Processor shall not apply to this Processing Agreement and are expressly rejected by the UvA.
- 17.4. This agreement is subject to the UvA's General Purchase Conditions.
- 17.5. In the event of a conflict between the provisions of this Processing Agreement and the provisions of the Assignment, the provisions of this Processing Agreement shall prevail.

Agreed and signed in duplicate:

The UvA

Date: 8-7-2019
Town/city: Amsterdam
Name: [Redacted]

6(12)

Processor

Date: 15-7-2019
Town/city: Beijing
Name: [Redacted]

UvA Model Processing Agreement (version: May 2018)

Appendix 1 Personal Data

Processing Description of the subject matter and the duration of the processing	Purposes Description of the nature and purpose of the processing	Categories Description of the categories of data subjects	Personal data Description of the type of personal data to be processed
Transcription of Chinese audio tapes with help of Chinese company named Beijing Xunchifeilong Data Technology Co., Ltd. Processing will take place between July 2019 and August 2019.	To help us create transcripts of the interviews in our study, the company will store the audio tapes for the transcription process, and immediately after all the transcriptions are done, the processor will delete all the audio tapes.	Research participants	Audio tapes containing a record of an interview about smart-phone use. The audio tapes will not contain names.

Appendix 2 List of security measures

- 1. The audio tapes we will provide for Beijing Xunchifeilong Data Technology Co., Ltd. will not contain names but just allocated numbers.**
- 2. The security procedures Beijing Xunchifeilong Data Technology Co., Ltd. will apply are as follows:**
 - a. All the employees in Beijing Xunchifeilong Data Technology Co., Ltd. have signed a contract including data confidentiality before they start working there.**
 - b. Only the personnel who transcribe the audio tape, re-check the transcripts and the project manager have access to the data.**
 - c. The audio tapes will be transported by Surf Filesender and will be encrypted during transfer.**
 - d. All data will be stored on computers within their internal network (password protected), and all the computers used for storage, transcribing, re-checking are unconnected to the external internet, and the USB ports of all the computers are disabled.'**
 - e. Computers used to receive, process and send sensitive data have appropriate security measures in place including:**
 - up-to-date OS and anti-malware software
 - regular network and system scanning for vulnerabilities
 - perimeter firewalls to block unused protocols
 - internal firewalls to segregate traffic between extra- and intranet
 - continuing efforts to prevent, detect, and eradicate malware
 - information security staff monitor notifications and alerts to identify and manage threats
 - hardware is stored in areas with appropriate access-controls
 - f. If the data is lost due to technological reasons, then the company will do the transcripts again. If there is a suspicion of unauthorized access to the data, the company will follow the procedures outlined in article 5 of this agreement.**

Appendix 3 Standard Contractual Clauses

Data Exporter and Data Importer have agreed on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1 Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 2(b) to (i), Clause 3(a) to (e), and (g) to (j), Clause 4(1) and (2), Clause 5, Clause 6(2), and Clauses 7 to 10 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 3(a) to (e) and (g), Clause 4, Clause 5, Clause 6(2), and Clauses 7 to 10, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 3(a) to (e) and (g), Clause 4, Clause 5, Clause 6(2), and Clauses 7 to 10, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 2 Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 3(b) and Clause 6(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 9 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 2(a) to (i).

Clause 3 Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 9;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 4 Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 1 or in Clause 9 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 1 or in Clause 9, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 1 or in Clause 9 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 5 Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 6 Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 3 (b).

Clause 7 Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely the Netherlands.

Clause 8 Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 9 Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 1 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 4 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely the Netherlands.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 3 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 10 Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.



Beschrijvingsformulier archiefmateriaal onderzoek

Aan de hand van onderstaande gegevens (metadata) kunnen wij het materiaal eenvoudiger terugvinden.

- Het gaat om **papieren** materiaal (ruwe data, bewerkte data en informed consent / toestemmingsformulieren). Hieronder vallen geen boeken en geen documentatie (artikelen, etc.). Vernietiging geschiedt altijd met nadrukkelijke toestemming van de onderzoeker. Digitaal materiaal komt in beheer van de UB.
- Dit formulier graag bovenop het materiaal plaatsen. Gelieve niet op de doos zelf te schrijven i.v.m. herbruikbaarheid.
- Het te bewaren archief wordt beheerd in een afgesloten depotruimte en is iedere werkdag opvraagbaar. Voor vragen kun je contact opnemen met: archiefbeheer-div@uva.nl.

Titel van het project:

interview with college students with smartphone addiction

Vakgebied en programmagroep/instituut:

FMG: Psychologie: Ontwikkelingspsychologie

WBS-nummer:

R.2523.0024.01

Ethisch commissienummer (indien v. toepassing):

2018-DP-9789

(Verwachte) start- en einddatum project/onderzoek:*

2018.12-2019.12

Datering materiaal:

19 jul 2019

(Verwacht) publicatiejaar:*

2020

Omschrijving materiaal:

Verwerkingsovereenkomst UvA & Beijing Xunchifelong Data Technologies

Contactgegevens:

Naam:

[REDACTED]

Functie: PhD kandidaat aan de afdeling Ontwikkelingspsychologie

Emailadres: [REDACTED]@uva.nl

Telefoonnummer:

Datum: 19 jul 2019

* Volgens de instellingsbrede richtlijnen voor RDM (Research Data Management) bewaart men ruwe onderzoeksdata minimaal 10 jaar

 Bureau van de Faculteit NWI 30/04/2014	
Poststuknr:	
Dossiercode/ -naam:	
Kopie:	
Afhandeling:	
Locatie hc:	



UNIVERSITY OF AMSTERDAM

Institute for Logic, Language and Computation

Ter informatie,



WITH COMPLIMENTS

P.O. Box 94242
 1090 GE Amsterdam
 The Netherlands
 T+31 (0)20 525 6051
<http://www.ilc.uva.nl>

Agreement Between

Tsinghua University
and The University of Amsterdam

For establishing the
Tsinghua University – The University of Amsterdam
Joint Research Center for Logic

Beijing, People's Republic of China

1. On the basis of fruitful collaborations in the research field of logic over the past 5 years, The University of Amsterdam (Institute for Logic, Language and Computation of (ILLC)) and Tsinghua University (School of Humanities), henceforth called "the founding institutions", agree to establish a joint research center, under the name "Tsinghua University - The University of Amsterdam Joint Research Center for Logic / The University of Amsterdam - Tsinghua University Joint Research Center for Logic", henceforth called "the Joint Research Center", between their institutions to provide an institutional framework for furthering close cooperation between staff members in research and training in logic, including its applications in philosophy, computer science, linguistics, cognitive science, and other relevant disciplines,. (See Annex 1 for a preliminary list of associates of the Joint Research Center.)

2. The mission of the Join Research Center is to foster collaborative research, joint training and education, and any other scholarly activities of its members that contribute to the study of logic in a broad sense.

3. The founding institutions will provide the necessary administrative facilities and financial means for the Joint Research Center to carry out its mission. Financial means will be made available at the discretion of each of the founding institutions, on the basis of an annual budget proposal, drawn up by the directors in consultation with the scientific board.

4. Organization:

a. The Joint Research Center will be run on a daily basis by two directors, one from each of the founding institutions.

b. In addition to the directors, the Joint Research center has a scientific board with which the directors may consult, and that is responsible for the annual budget, as well as for reporting to the founding institutions.

(See Annex 1 for the names of the prospective directors, and the composition of the scientific board.)

4. Research:

a. The Joint Research Center will facilitate existing collaborations between staff members of the founding institutions, by making available funds for travel, workshops, advanced seminars, and joint publications. (See Annex 1 for an overview of existing collaborative projects.)

b. The Joint Research Center will actively promote new collaborations in the research area that constitutes its remit, and will actively seek funding with national and international funding organizations to support such activities. The founding institutions will provide the necessary administrative framework for the funding applications and the externally funded projects of the Joint Research Center.

5. Training:

In the immediate future the founding institutions strive for intensified collaboration between their graduate programs, through the exchange of lecturers and students, by mutually opening

parts of their curricula to each other's students, and by collaborating in supervision where relevant in individual cases. At the same time, the Joint Research Center will actively explore the possibilities to establish a joint international graduate program in logic that can be run by the Joint Research Center under the responsibility of the founding institutions.

6. Other activities:

In addition to collaborative research and joint training, the Joint Research Center will facilitate other activities of its members to promote collaborative research in logic and its applications, such as (participation in) the organization of summer schools and conferences, publications, outreach activities to other researchers and the general public, and so on.

7. This cooperation agreement becomes effective at the date when it is signed by the scientific director of the ILLC of the University of Amsterdam, and the head of the School of Humanities of Tsinghua University, as the official representatives of the two Universities. It shall remain in effect for a period of five years. One year before the agreement ends the founding institutions will jointly evaluate the activities of the Joint Research Center in order to decide whether they wish to enter into a new agreement. The current agreement can be ended before it ends by each of the founding institutions unilaterally by giving due notice of the intention of doing so one year in advance.

For the Institute for Logic, Language and Computation, The University of Amsterdam:

Date:

23 December 2013

Signature:

(prof. dr. [redacted], scientific director)

For the School of Humanities, Tsinghua University:

Date:

21-01-2014

Signature:

(prof. [redacted], dean)

清华大学与阿姆斯特丹大学联合建立
清华大学-阿姆斯特丹大学逻辑学联合研究中心

合作协议书

1. 基于过去5年在逻辑学研究领域富有成效的合作，清华大学（人文学院）与阿姆斯特丹大学（逻辑、语言和计算研究所），以下简称为“双方”，同意建立联合研究中心，全称为“清华大学—阿姆斯特丹大学逻辑学联合研究中心”（荷方称“阿姆斯特丹大学—清华大学逻辑学联合研究中心”），对应的英文名称分别是“Tsinghua University-The University of Amsterdam Joint Research Center for Logic/The University of Amsterdam-Tsinghua University Joint Research Center for Logic”，以下简称为“联合研究中心”。该联合研究中心将为逻辑学领域在科研和教学的进一步合作提供平台，同时服务于哲学、计算机科学、语言学、认知科学和其他相关学科的研究人员。（参阅附件中的联合研究中心成员名单）
2. 联合研究中心的使命在于加强两校在逻辑学领域的科研合作和研究生培养，支持任何有助于逻辑学研究的学术活动。
3. 参与合作的双方将提供必要的行政和经济资助协助逻辑学研究中心实现其使命。经济资助将在各方每年预算的基础上，经由中心主任与管委会讨论决定。
4. 组织形式：
 - a. 联合研究中心设主任两名，分别来自清华大学和阿姆斯特丹大学，负责日常事务和联合研究中心的运行。
 - b. 联合研究中心设管委会，分别由双方成员组成，协助中心主任决定重要事宜。（参阅附件中的主任、管委会成员名单）
4. 科学研究：
 - a. 联合研究中心将进一步加强双方研究者之间现有项目的合作，通过共同组织国际学术会议、联合出版科研成果、为参与项目的成员提供经费支持等形式实现。（附件

中已列出现有合作项目)

b. 联合研究中心将积极寻求新的合作领域，争取中国国内、荷兰国内、以及国际项目的资金支持。

5. 教育：

联合研究中心将积极建立逻辑学方向的研究生（包括硕士、博士）合作培养项目，通过交换教师和学生、合作指导学生、开放课程给对方学生、共同建设网络课程等举措实现两校师生的密切交流。联合研究中心将积极探索建立逻辑学国际硕士项目的可能性，我们希望采取由双方负责、联合研究中心具体管理的模式。

6. 其他活动：

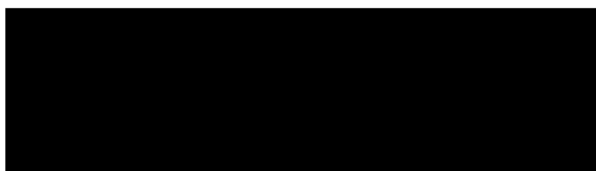
除了在科研和教学方面的合作，联合研究中心将为研究者开展逻辑学合作研究和应用提供平台，譬如：组织暑期学校、国际会议、出版物、逻辑学通俗讲座等。

7. 该协议由阿姆斯特丹大学逻辑、语言和计算研究所所长Yde Venema教授和清华大学人文学院院长万俊人教授代表双方学校签字，从签署之日开始生效。本协议有效期为5年。在合作协议期满的前一年，双方可根据合作情况决定是否续签协议。在协议期内，如一方单方面提出中止协议，协议可提前中止，但提出中止的一方须在1年前提前通知对方。

阿姆斯特丹大学逻辑、语言和计算研究所所长：

日期： 23 December 2013

签字：



清华大学人文学院：

日期： 2012-01-21

签字：



The UvA Tsinghua Joint Research Center in Logic

WORKING DOCUMENT

Mission

A Joint Research Center in Logic (JRC) was officially established by the UvA and Tsinghua University in September 2013. Its task is to further joint research, establish a joint graduate program, maintain academic exchanges, and engage in joint publications, events, and funding efforts. In the longer term, the JRC will explore the formation of a league of related institutions worldwide, and it will serve as a general window for UvA China contacts. The JRC is located in dedicated offices at Tsinghua and the ILLC of the UvA. Its activities will be reported to the founding institutions in annual reports, while there is a website <http://www.illc.uva.nl/jointcenter/en/>. The opening event of the JRC in Amsterdam was in September 2013, that at Tsinghua will take place on July 2nd 2014.

Organization

The JRC has two co-directors: [REDACTED] (University Professor UvA, Changjiang Professor Tsinghua) and [REDACTED] (Full Professor Tsinghua, China Visiting Professor UvA). There is an Oversight Board consisting of [REDACTED] (Full Professor UvA, Weilun Professor Tsinghua), [REDACTED] (Full Professor Tsinghua), [REDACTED] (Full Professor UvA, Director ILLC), and [REDACTED] (Full Professor Tsinghua, Director Institute for Interdisciplinary Information Sciences). The JRC also has an Advisory Board consisting of directors of logic groups in China, Europe, Japan and the US.

The JRC has Members, being UvA and Tsinghua researchers involved in its projects, and official Affiliates from other institutions (so far in China, Japan, the UK, and the US).

Research projects

The JRC currently has three key research projects, with members from the UvA, Tsinghua, and elsewhere: *Logic and social agency*, *History of logic in China*, and *Logic, philosophy, and language*. Each project is engaged in joint publications and joint events, while organizing mutual visits of academic faculty and students on an annual basis.

New projects will be explored through natural growth: current topics under consideration include logic and computation, social choice theory, logic and quantum physics, and interfaces between logic and cognition.

Visitor program

The JRC maintains a regular program of exchange visits between the UvA and Tsinghua. In 2014, 4 UvA visitors will stay shorter or longer periods at Tsinghua and 3 visitors from Tsinghua will come to the UvA, to enhance existing collaborations and explore new ones. A visiting calendar is being established for the two subsequent years.

Education

The joint graduate program of the JRC will have joint degrees from both universities, with senior supervisors from both sides. It will start in September 2014 with 2 Ph.D. students from the UvA (Faculty of Sciences, Faculty of Humanities) and 2 Ph.D. students from Tsinghua, while there are also a number of masters students involved.

The JRC is experimenting with long-distance seminars for its staff and students. In addition, it is an official hub in the international on-line education project Logic in Action sponsored by the Netherlands Ministry of Education and Stanford University.

Scientific events

The JRC organizes one major international event each year (a JRC flagship conference series is under consideration) as well as smaller workshops on topics of current interest. In 2013, the JRC organized the international conference ‘Logic Across the University: Foundations and Applications’, as well as workshops ‘A Door to Logic’ and ‘Tsinghua Meets Amsterdam’. In 2014, the JRC is organizing the Third East-Asian Summer School in Logic, Language and Computation, as well as workshops on ‘Logic and Decision’ and ‘Logic, Modernity and Modernism: Chinese and European Perspectives’, while it was also a main organizer of the third international conference on the history of logic in China (HOLIC ‘3) in Tianjin (the first conference HOLIC ‘1 was held in Amsterdam).

As for balance between the two sites, there will be an annual Center Workshop at the ILLC in Amsterdam, which will take place during Professor Fenrong Liu’s annual stay. This workshop will also include special presentations by the JRC graduate students.

In addition, the JRC initiates broader scientific events. It provides the Standing Committee for the LORI conferences on Logic, Rationality and Intelligent Interaction that have been held so far in Beijing, Guangzhou, Chongqing, Zhejiang, with the next one scheduled to take place in Taiwan.

Funded projects

The JRC owns a number of funded projects while it also participates in some projects of its Members that are located at other institutions. Its start-up has been sponsored by the project “The Logical Dynamics of Information Exchange in Social Networks”, China Exchange Programme, Royal Academy of Art and Sciences (KNAW), The Netherlands

Joint publications

The JRC has initiated a number of publication efforts. These include the Proceedings of the LORI conferences (Springer Lecture Notes in Computer Science), Proceedings of special events (College Publications, London), the Dynamics Yearbook (Amsterdam, Berkeley, and Tsinghua), and the Handbook of the History of Logic in China (Springer).

Public outreach

The JRC is also planning a few selected broader outreach activities, including a series of television interviews with researchers engaged in its international bridge functions.