



Per e-mail

Datum

23 juni 2022

Telefoon

020 525 4778

Uw kenmerk

-

E-mail

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Bijlage

Div.

Ons kenmerk

2022-128906

Onderwerp

Besluit

Geachte heer [REDACTED],

## 1. Verzoek

Bij schrijven van 24 januari 2022, per gelijke datum ontvangen, heeft u de Universiteit van Amsterdam met beroep op de Wet openbaarheid van bestuur, thans de Wet open overheid (Woo) verzocht om openbaarmaking van – samengevat – alle documenten betreffende “*de institutionele banden van de Universiteit van Amsterdam met Israëlsche universiteiten, instituties en bedrijven, en met organisaties die steun voor de staat Israël propageren. Waaronder alle documenten en communicatie aangaande de studentenuitwisseling tussen de Universiteit van Amsterdam en Israëlsche universiteiten van zowel het heden als het verleden als de toekomst en alle documenten en communicatie aangaande institutionele samenwerking op het gebied van onderzoek en onderzoeksfinanciering en alle documenten en communicatie aangaande formele samenwerking en samenwerkingsprojecten*” in de periode van 1 januari 2012 tot 24 januari 2022.

Bij schrijven van 26 januari 2022, met kenmerk 2022cu0057, is de ontvangst van uw verzoek bevestigd en bij schrijven van 21 februari 2022, met kenmerk 2022cu0136 is de beslistermijn met twee weken verdaagd. Bij schrijven van 8 maart 2022, met kenmerk 2022cu0179 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.

Bij schrijven van 28 april 2022 heeft u het College in gebreke gesteld wegens het niet voor 31 maart 2022 aanleveren van een inventarislijst. Bij e-mailbericht van 29 april 2022 is u een inventarislijst van de bij de UvA aanwezige stukken toegezonden. Bij schrijven van 6 mei 2022 hebt u de inventarislijst retour gestuurd met daarop aangegeven van welke documenten u openbaarmaking wenst. Voorts heeft u op 1 juni 2022 een overzicht gestuurd van onderzoeksprojecten op Europees niveau, waarbij u de vraag heeft opgeworpen of documenten met betrekking tot deze projecten onder uw verzoek vallen.

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## 2. Wettelijk kader

Ingevolge artikel 4.1, eerste lid van de Woo kan eenieder een verzoek om publieke informatie richten tot een bestuursorgaan of een onder verantwoordelijkheid van een bestuursorgaan werkzame instelling, dienst of bedrijf. In het laatste geval beslist het verantwoordelijke bestuursorgaan op het verzoek.

Ingevolge artikel 4.3, tweede lid, aanhef en onder c, van de Woo is bepaald dat de gevraagde informatie slechts wordt verstrekt aan de verzoeker overeenkomstig artikel 5.5, artikel 5.6 of artikel 5.7

In artikel 4.5, eerste lid van de Woo is onder meer bepaald dat de informatie in de door verzoeker verzochte vorm wordt verstrekt of, indien dit redelijkerwijs niet geveerd kan worden, met inachtneming van het bepaalde in artikel 2.4, derde lid.

In artikel 4.5, tweede lid, van de Woo is bepaald dat als informatie reeds in een voor de verzoeker gemakkelijk toegankelijke vorm voor het publiek beschikbaar is, het bestuursorgaan de verzoeker daarop wijst.

Ingevolge artikel 5.1, tweede lid, aanhef en onder e, van de Woo blijft het openbaar maken van informatie achterwege voor zover het belang daarvan niet opweegt tegen het belang van de eerbiediging van de persoonlijke levenssfeer.

Ingevolge artikel 5.2, tweede lid, aanhef en onder f van de Woo, blijft het openbaar maken van informatie achterwege voor zover het belang daarvan niet opweegt tegen het belang van bescherming van andere dan in het eerste lid, onderdeel c, genoemde concurrentiegevoelige bedrijfs- en fabricagegegevens.

## 3. Zoekslag

Naar aanleiding van uw verzoek is contact opgenomen met de contactpersonen van de faculteiten, the Office of International Student Affairs en de afdeling Documentaire informatievoorziening, met het verzoek de documenten die (mogelijk) aan het verzoek voldoen, te overleggen.

## 4. Overwegingen

U heeft – kort samengevat – verzocht om openbaarmaking van documenten met betrekking tot “*de institutionele banden van de Universiteit van Amsterdam met Israëliische universiteiten, instituties en bedrijven, en met organisaties die steun voor de staat Israël propageren. Waaronder alle documenten en communicatie aangaande de studentenuitwisseling tussen de Universiteit van Amsterdam en Israëliische universiteiten van zowel het heden als het verleden als de toekomst en alle documenten en communicatie aangaande institutionele samenwerking op het gebied van onderzoek en onderzoeksfinanciering en alle documenten en communicatie aangaande formele samenwerking en samenwerkingsprojecten*”.

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Daarbij heeft u het verzoek onderverdeeld in vier soorten documenten, kort samengevat:

1. Alle overeenkomsten aangaande studentenuitwisseling tussen Universiteit van Amsterdam en Israëlische universiteiten, alsmede onderliggende documentatie aangaande deze overeenkomsten.
2. Alle overeenkomsten aangaande institutionele samenwerking op het gebied van onderzoek en onderzoeksfinanciering waarbij Universiteit van Amsterdam en Israëlische universiteiten, Israëlische instituties en/of Israëlische bedrijven betrokken zijn, en onderliggende documentatie aangaande deze overeenkomsten.
3. Alle documenten aangaande formele samenwerking, samenwerkingsprojecten en/of correspondentie met een aantal specifieke Nederlandse en buitenlandse organisaties en hun vertegenwoordigers, waaronder het Centrum voor Informatie en Documentatie Israël, Christenen voor Israël, het Centraal Joods Overleg, Dutch Support for Israël, Anti-Defamation League, Birthright Israel, Birthright Israel Foundation, Bundesverband RIAS e.V., B'nai B'rith International, Federatief Joods Nederland, Likoed Nederland.
4. Alle interne adviezen, mailwisselingen, richtlijnen en andere beleidsstukken waarin is neergelegd of wordt besproken hoe bij (verschillende vormen van) samenwerking met Israëlische universiteiten, bedrijven of organisaties moet worden onderzocht of dergelijke samenwerking op welke wijze dan ook zou kunnen bijdragen aan mensenrechtenschendingen in Israël en diens stelselmatige onderdrukking, discriminatie, onteigening, en uitsluiting van Palestijnen.

Voor zover uw Woo-verzoek ziet op documenten met betrekking tot samenwerkingen op het gebied van onderzoek en studentenuitwisseling (onderdelen 1 en 2), geldt dat de volgende documenten voor openbaarmaking in aanmerking komen:

- a. MoU Tel Aviv University (2021);
- b. Tel Aviv University Student exchange agreement (2021);
- c. MoU Hebrew University of Jerusalem (2019);
- d. Hebrew University of Jerusalem Student exchange agreement (2019);
- e. Ben-Gurion University of the Negev Academic exchange and cooperation agreement (2021).

Voorname documenten worden deels openbaargemaakt met uitzondering van de daarin opgenomen persoons- en contactgegevens van UvA-medewerkers of derden. 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. 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. 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 voornoemde gegevens wordt op grond van 5.1, tweede lid aanhef en onder e, geweigerd.

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Voor zover uw verzoek ziet op documenten met betrekking tot samenwerkingen/onderzoeksprojecten op Europees niveau, wordt u – voor zover documenten met de betreffende informatie bij de UvA aanwezig zijn – ingevolge artikel 4.5, tweede lid van de Woo verwezen naar de website van de Europese Commissie.<sup>1</sup> Via deze website is in te zien met welke partijen de UvA samenwerkt voor zover het gaat om onderzoek op Europees niveau. Op deze website is tevens de uitkomst van de betreffende projecten zichtbaar, evenals de verkregen subsidie. Voornoemde informatie is daarmee reeds voor het publiek beschikbaar.

De overeenkomsten tussen partijen worden in Europees verband gesloten middels modellen, beschikbaar gesteld via de Europese Commissie.<sup>2</sup> Voor zover de gesloten overeenkomsten afwijken van de betreffende modellen stelt de UvA zich op het standpunt dat uit de afwijkende passages concurrentiegevoelige informatie kan worden afgeleid die de concurrentiepositie van de UvA alsook de concurrentiepositie van de betrokken partijen, nadelig kan beïnvloeden, nu openbaarmaking op grond van de Woo openbaarmaking voor een ieder, en dus ook andere universiteiten, instellingen en onderzoekers, betekent. Openbaarmaking van deze informatie wordt dan ook op grond van artikel 5.1, tweede lid, onder f van de Woo, geweigerd.

Voor zover uw Woo-verzoek ziet op alle documenten aangaande formele samenwerking, samenwerkingsprojecten en/of correspondentie met een aantal specifieke Nederlandse en buitenlandse organisaties en hun vertegenwoordigers en alle interne adviezen, mailwisselingen, richtlijnen en andere beleidsstukken waarin is neergelegd of wordt besproken hoe bij (verschillende vormen van) samenwerking met Israëlische universiteiten, bedrijven of organisaties moet worden onderzocht of dergelijke samenwerking op welke wijze dan ook zou kunnen bijdragen aan mensenrechtenschendingen in Israël en diens stelselmatige onderdrukking, discriminatie, onteigening, en uitsluiting van Palestijnen, overweegt het College als volgt. Het College zal op deze onderdelen van uw verzoek niet in gaan. De Universiteit van Amsterdam draagt bij aan pluriformiteit en vrijheid in (academisch) Nederland en daarbuiten. Ongelijke behandeling op basis van religie of afkomst wordt ten sterkste afgewezen. De Universiteit van Amsterdam staat voor veiligheid van het werkklimaat voor haar werknemers en haar studenten en voor het kunnen zijn van een academische gemeenschap die niemand uitsluit en waarin geen onderscheid wordt gemaakt op basis van religie of afkomst. Het vizier richten op een specifieke groep burgers (waaronder ook medewerkers, studenten en alumni van de Universiteit van Amsterdam) zorgt voor gevoelens van onveiligheid, onrecht en discriminatie. Het College van Bestuur kan op grond van bovenstaande niet anders dan besluiten om deze onderdelen van uw verzoek niet in behandeling te nemen.

## 5. Besluit

Het College van Bestuur besluit:

1. de onderdelen 1 en 2 van het verzoek (deels) toe te wijzen met inachtneming van artikel 4.5 en artikel 5.1 van de Woo;

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<sup>1</sup> Cordis.europa.eu.

<sup>2</sup> <https://www.desca-agreement.eu/desca-model-consortium-agreement/>.

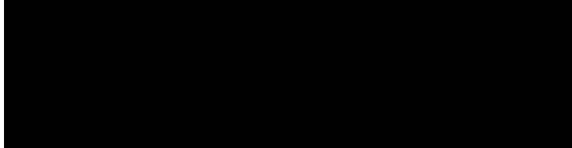


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2. de onderdelen 3 en 4 van het verzoek niet in behandeling te nemen.

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.

# MEMORANDUM OF UNDERSTANDING

BETWEEN

TEL AVIV UNIVERSITY, ISRAEL

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 renewal of a Memorandum of Understanding will be beneficial to this end;

**Acknowledging** the importance of more than 25 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: **University of Amsterdam** and **Tel Aviv University** will encourage academic co-operation through research and study by signing the attached updated Memorandum of Understanding.

- 1 The University of Amsterdam (UvA) and Tel Aviv University (TAU) hereby agree to encourage academic co-operation through research and study as stipulated below. Specific details of any activity can be set forth in an Agreement (SEA) 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 Israel and the Netherlands, and shall comply with the regulations and policies of Tel Aviv University and the 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 visiting faculty/student.
- 4 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 months' notice by either party.

Tel Aviv University



Prof. Mark Shtaif

Rector

Date: July 06, 2021

University of Amsterdam



Drs. Jan W. Lintsen MBA

Member of the Executive Board

Date: 16 July 2021

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UNIVERSITY OF AMSTERDAM



## **Agreement**

### **for the Exchange of Students**

#### **Between**

**UNIVERSITY OF AMSTERDAM**

**and**

**TEL AVIV UNIVERSITY**

The purpose of this Agreement is to continue the affiliation between University of Amsterdam and Tel Aviv University for the purpose of a university-wide student exchange agreement.

### **PARTICIPATING PARTIES**

- I. University of Amsterdam ("UvA")
- II. Tel Aviv University ("TAU")

### **TERMS OF THE AGREEMENT**

1. The two parties agree to enter into a university-wide student exchange agreement, commencing in academic year 2021/2022. (contract will start after signing)
2. The participating students will register at the host institution for the full academic year or for a minimum of one semester.
3. Each institution may send up to six [6] students for a period of a semester or three [3] 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. If either institution is unable to send the maximum number of exchange students in any year during the Term of the Agreement, then that institution will be eligible to send additional exchange students, equal to the deficit, in the following year during the Term of the Agreement. The intention is that over time, an equal number of student semesters will be undertaken in each direction. If, after the termination of the agreement one of the institutions has not used the maximum number of students as agreed on in the Agreement, these places lapses and are no longer available.
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.
6. Each participating student will take courses regularly offered by the host institution, with the understanding that the host institution reserves the right to exclude students from restricted enrollment programs/fee-based courses. Hebrew and Arabic language courses are not included in the exchange program and offered with an additional fee. Participation in courses is subject to availabilities and prerequisites.
7. Participants in the exchange will be required to have completed at least two years (2) 120 ECTS equivalents) of full-time university studies prior to participation in the exchange, or otherwise agreed by written notice.
8. Each institution will appoint an individual to act as the coordinator for the exchange.
9. 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
10. The host institution will notify the successful candidates of their provisional acceptance to the institution; approximately two - three months prior to the start of the exchange, 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.
11. 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.
12. 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.
13. At the end of period of exchange, the participants in will request the host institution to send to the home institution a report/official transcript of their academic achievement.
14. Students of University of Amsterdam will be guaranteed credit at their home institution for courses taken at Tel Aviv University, 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 Tel Aviv University will be guaranteed credit for their studies at University of Amsterdam, provided that their studies have received prior approval by the appropriate authorities at Tel Aviv University, and provided that courses are successfully completed with a minimum grade acceptable to their division at Tel Aviv University.
16. Participants in the exchange are not degree candidates of the host institution and cannot become degree candidates of the host institution without applying for admission. Participation in the exchange will not attract preferential status.
17. Both institutions acknowledge that the Exchange of students from one institution to another shall be subject to the entry and visa regulations of Israel and the Netherlands, and shall comply with the regulations and policies of TAU and UvA.
18. Each institution will do its utmost to make available university accommodation for the Exchange students.
19. Without prejudice to article 11 and 12 of this Agreement, Exchange students shall be responsible for all personal expenses, including but not limited to transportation, accommodation, meals, books, immigration, health insurance and entertainment.
20. Each participant in the exchange must ensure that they have adequate health and accident insurance coverage.
21. Each institution shall maintain its own insurance with a minimum of one million Euro's per occurrence .
22. The maximum liability of each institution per occurrence is one million Euro's.
23. Neither institution shall be liable to the other institution in respect of any special, indirect or consequential loss or damage.
24. This Agreement shall in all respects be interpreted, enforced, and governed exclusively by Dutch Law and the Dutch court in Amsterdam has exclusive jurisdiction.
25. In case of an epidemic (such as the Covid 19 pandemic) the institutions will help each other to take all the necessary, reasonable and fair measures for the Exchange students.
26. 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 Tel Aviv University 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 Exchange Agreement, 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 Exchange Agreement.

Intellectual property rights:

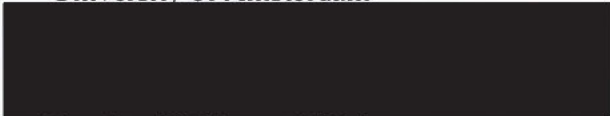
27. Each party will protect personal information in a manner consistent with legal and policy requirements as applicable to it by local law as possible, including those that relate to privacy. Further details concerning the UvA policy are stated in appendix A.
28. The institutions will review the terms of the Exchange Agreement annually to assess the success of the exchange, and will determine whether to continue, modify or discontinue the Agreement. Either institution may terminate this Agreement at any time by giving six (6) months' notice in writing to the other party although such action will only be taken after mutual consultation in order to avoid any possible inconvenience to all concerned. Regardless of termination, the parties shall continue to fulfill their obligations hereunder until all participants who have commenced the program may complete the term in session at the time of termination or work that is in progress at the time of termination.
29. This Exchange Agreement shall take effect when signed by both parties, and will remain in effect for a period of five (5) years unless the Agreement has earlier been terminated as mentioned in article 28.

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

Tel Aviv University

University of Amsterdam

  
Prof. Mark Shttaif  
Rector

  
Drs. Jan W. Lintsen MBA,  
Member of the Executive Board

Date: July 06, 2021

Date: 16 July 2021

**Appendix A.**  
**Student Mobility Agreement between**  
**University of Amsterdam – Tel Aviv University**

1. *Parties Tel Aviv University ('TAU') and the University of Amsterdam ('UvA') have access to personal data of students of each other which is necessary for the exchange of students as stated in this Agreement (hereinafter: 'Purpose').*
2. *The personal data pertain to:*
  - first and last name,
  - date of birth,
  - address details,
  - email address,
  - emergency contact details,
  - report/official transcript of the academic achievements. (hereinafter: 'Personal Data').
3. *Parties agree that in respect of the Personal Data each party qualifies as an independent data controller. Each party complies with its obligations under applicable data protection legislation.*

*Each party shall be responsible for ensuring that each student (and any prospective student whose personal data is provided to the other party pursuant to this Agreement) understands and agrees before the transfer of any personal data about the student, that the students personal data will be used by and shared between the parties for the Purpose in accordance with the privacy policies of the respective parties and in accordance with applicable data protection legislation.*

*The Personal Data may be used exclusively in service of the Purpose.*

4. *Parties are obligated to respect the confidentiality of all Personal Data. This obligation of confidentiality will remain in effect after the term of this Agreement or the cooperation has ended.*
5. *Parties will not share any Personal Data to any other third party unless the information has been de-identified, or unless specifically necessary in accordance to this Agreement.*

*Parties have taken appropriate technical and organizational measures to ensure the security of the Personal Data.*

6. *Parties will not keep the Personal Data longer than is strictly necessary, and definitely not for longer than is needed to attain the Purpose, unless:*
  - a. *Storage of the Personal Data is required by law, in which case Parties will keep the personal data for no longer than the statutory required period.*
  - b. *The data must be kept under due to the institutions internal retention policies.*



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7. *In case both Parties agree upon the transfer of the Personal Data to a third country or international organisation or the other Party is located in such third country or is such international organisation itself, and the European Commission has not decided that this third country or international organisation can ensure an adequate level of protection, the Standard Contractual Clauses as attached to this Agreement will apply.*
8. *Parties agree that the responsibility for complying with data subject requests falls to the Party receiving the Data Subject Request in respect of the Personal Data held and under the responsibility of that Party as Data Controller.*
9. *The Parties agree to cooperate and provide reasonable assistance as is necessary to each other to enable them to (1) comply with applicable data protection laws, (2) comply with data subject Requests and (3) respond to any other queries or complaints from data subjects.*

*Each party is obligated to inform the other when an incident involving Personal Data occurs.*



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## **Standard Contractual Clauses - Controller/Controller**

### **Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)/2004/915/EC**

#### **Definitions**

For the purposes of the clauses:

- (a) "personal data", "special categories of data/sensitive data", "process/processing", "controller", "processor", "data subject" and "supervisory authority/authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established);
- (b) "the data exporter" shall mean the controller who transfers the personal data;
- (c) "the data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;
- (d) "clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

#### **I. Obligations of the data exporter**

The data exporter warrants and undertakes that:

- (a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- (b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- (c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- (d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will also respond, in which case the data exporter will still respond to the extent reasonably possible and with the

information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.

## II. Obligations of the data importer

The data importer warrants and undertakes that:

- (a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- (b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- (c)
- (d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- (e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
- (f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- (g)
- (h) It will process the personal data, at its option, in accordance with:
  - (i) the data protection laws of the country in which the data resides during this agreement
- (i)

## III. Liability and third party rights

- (a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses.

This does not affect the liability of the data exporter under its data protection law.

- (b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

#### **IV. Law applicable to the clauses**

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h)

#### **V. Resolution of disputes with data subjects or the authority**

- (a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- (b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- (c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

#### **VI. Termination**

- (a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- (b) In the event that:
- (i) the transfer of personal data to the data importer has been temporarily suspended by the data

exporter for longer than one month pursuant to paragraph (a);

- (ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
- (iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
- (iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
- (v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- (c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- (d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

## **VII. Variation of these clauses**

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

## **VIII. Description of the Transfer**

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover



## **ANNEX A**

### **DATA PROCESSING PRINCIPLES**

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: shall be defined and acted upon by according to the local law.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Data shall not be used for any marketing purposes.
8. Automated decisions: Not relevant.



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**HEBREW UNIVERSITY OF JERUSALEM, ISRAEL**

**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 renewal of a Memorandum of Understanding will be beneficial to this end;

**Acknowledging** the importance of more than 25 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: **University of Amsterdam** and **Hebrew University of Jerusalem** will encourage academic co-operation through research and study by signing the attached updated Memorandum of Understanding.



1. The University of Amsterdam (UvA) and Hebrew University of Jerusalem (HUI) 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 Israel and the Netherlands, and shall comply with the regulations and policies of the Hebrew University of Jerusalem 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 (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.

Hebrew University of Jerusalem

Prof. Asher Cohen  
President

Date:

[Redacted Signature]  
12/01/2019

University of Amsterdam

Prof. Dr. Geert ten Dam  
President

Date:

29 AUG. 2019

## *Supplemental Letter of Agreement for the Exchange of Students*

### *HEBREW UNIVERSITY OF JERUSALEM*

#### *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 Hebrew University of Jerusalem (HUJ) and University of Amsterdam (UvA). It is an integral part of the Memorandum of Understanding between these two universities

#### **PARTICIPATING PARTIES:**

- I. Hebrew University of Jerusalem (HUJ)**
- II. University of Amsterdam (UvA)**

#### **TERMS of THE SLOA**

1. The two parties agree to enter into a university-wide student exchange agreement, commencing in the academic year 2019/2020.
2. The participating students will register at the host institution for the full academic year or for a minimum of one academic term.
3. HUJ may send up to six (6) students for a period of a semester or three (3) students for a period of one academic year. UVA may send up to six (6) students for a period of a semester or three (3) students for a period of one academic year. 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. If either university is unable to send the maximum number of exchange students in any year during the Term of the Agreement, then that university will be eligible to send additional exchange students, equal to the deficit, in the following year during the Term of the Agreement. The intention is that over time, an equal number of student semesters will be undertaken in each direction. If, after the termination of the agreement one of the institutions has not used the maximum number of students as agreed on in the Agreement, these places lapses and are no longer available.
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 students will be required to have completed at least two (2) years of full-time university studies prior to participation in the exchange. HUJ students will be required to have completed at least two (2) years of full-time university studies prior to participation in the exchange or otherwise agreed by written notice.
8. Each institution will appoint an individual to act as the coordinator for the exchange. In the case of the HUJ, this function will be responsibility of ***The International Office*** in the case of UvA this function will be responsibility of the *International Student Affairs*.
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. Each institution shall make every reasonable effort to assist exchange students in finding suitable accommodation. The cost of such housing shall be paid for by the students.
13. 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.
14. Students from UvA will be free to choose courses from the full range of courses available in the university faculties and departments and Rothberg international school to which they have been admitted at HUJ, 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 HUJ will be free to choose courses from the full range of courses available in the division to which they have been admitted at the UvA, provided that they satisfy the individual course prerequisites, and on the understanding that additional



selection procedures may be required for courses with limited enrolment.

15. 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.
16. 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.
17. Participants in the exchange are non-degree candidates and cannot become degree candidates as a result of the academic exchange.
18. Each participant in the exchange must ensure that they have adequate health and medical insurance coverage that includes accidents and repatriation of remains.
19. HUI 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 HUI 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.
20. Each party will protect all personal information in a manner consistent with legal and policy requirements as applicable to it, including those that relate to privacy, and to treat it as confidential and to ensure that it is collected, used, destroyed, and retained only as necessary for, and consistent with this agreement. Further details concerning the UvA GPDR policy are stated in appendix A.
21. This SLOA shall take effect when signed by both parties, and will remain in effect for a period of five years. Each party reserves the right to terminate this SLOA upon six months written notice to the other.



UNIVERSITY OF AMSTERDAM



האוניברסיטה העברית בירושלים  
THE HEBREW UNIVERSITY OF JERUSALEM

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

Hebrew University of Jerusalem

Signature

Prof. Asher Cohen  
President

Date: 12 / 8 / 2019

University of Amsterdam

Signature

Prof. Dr. Geert ten Dam  
President

Date: 29 AUG. 2019

**Appendix A.**  
**Student Mobility Agreement between**  
**University of Amsterdam – Hebrew University of Jerusalem**

*Hebrew University of Jerusalem ('HUJ') has access to personal data belonging to the University of Amsterdam ('UvA') for the purpose of the exchange of students as stated in the signed SMA (hereafter: 'Purpose').*

*The personal data provided by the UvA pertain to:*

- first and last name,*
- date of birth,*
- address details,*
- email address,*
- emergency contact details (hereafter: 'Personal Data').*

*The Personal Data may be used exclusively in service of the Purpose as described in the first paragraph of this article.*

*Parties are obligated to respect the confidentiality of all Personal Data. This obligation of confidentiality will remain in effect after the term of this agreement or the cooperation has ended. HUJ will share no Personal data with any other party whatsoever, unless specifically necessary to attain the Purpose. In all other respects, the provision of Personal Data is and will remain the responsibility of the UvA. HUJ will therefore forward all requests for Personal Data from other third parties to the UvA.*

*HUJ has taken appropriate technical and organisational measures to ensure the security of the Personal Data. HUJ will, at the UvA's first request, submit any information on the substance and nature of these measures.*

*HUJ will not keep the Personal Data longer than is strictly necessary, and definitely not for longer than is needed to attain the Purpose, unless storage of the Personal Data is required by law, in which case [name of third party] will keep the personal data for no longer than the statutory required period.*

*HUJ will not forward any Personal Data to a third country or international organisation, unless the UvA gives HUJ express written consent or instructions to do so or HUJ is required to do so by law.*

*In the event that HUJ is affected by an incident involving Personal Data (an actual or suspected data breach), HUJ must immediately inform the UvA and provide the necessary explanation and background. HUJ is responsible for reporting the data breach to the relevant authorities and the parties involved, as required by law, but will not do so without prior consultation with the UvA's Data Protection Official ([fg@uva.nl](mailto:fg@uva.nl)). In this regard, HUJ declares in advance that they will provide full and unconditional cooperation and will, at the UvA's first request, submit any information or supplementary details.*



E.

**AGREEMENT FOR A PROGRAM OF ACADEMIC EXCHANGE AND  
COOPERATION BETWEEN**

**BEN-GURION UNIVERSITY OF THE NEGEV (Beer-Sheva, Israel)**

**AND UNIVERSITY OF AMSTERDAM, FACULTY OF HUMANITIES  
(Amsterdam, the Netherlands)**

**FOR THE ACADEMIC YEARS: 2020-2021 TO 2022-2023**

**ARTICLE 1: OBJECTIVE OF THE AGREEMENT**

- 1.1 The general purpose of this agreement is to facilitate academic cooperation between Ben-Gurion University of the Negev and University of Amsterdam, faculty of Humanities. This cooperation will normally have three related components: joint research, faculty exchange and student exchange. In recognition of these collaborative purposes, the parties agree to the following provisions contained in this Agreement.

**ARTICLE 2: DEFINITIONS**

- 2.1 In this Agreement, unless the context implies otherwise, the words defined in this section shall have the meanings ascribed to them below for the purposes of this Agreement:
- 2.1.1 "Academic Exchange Program" shall mean the exchange of faculty members, researcher or technical specialists between the Participating Institutions.
- 2.1.2 "Academic Year" means Semester 1 (September up to and including January) and Semester 2 (February up to and including June) at University of Amsterdam and Semester 1 (October to January) and Semester 2 (March to July) at Ben-Gurion University of the Negev.
- 2.1.3 "Agreement" shall mean this agreement and any written amendments or addendums entered into with the mutual agreement of both parties, which shall be deemed to form a part of this Agreement.
- 2.1.4 "Faculty Member" means a faculty member of a Host Institution or Home Institution who is participating in the Academic Exchange Program.
- 2.1.5 "Home Institution" shall mean the institution from which a student or faculty member, researcher or technical specialist enrolled in the institution is sent under the Student Exchange Program or the Academic Exchange Program.



- 2.1.6 "Host Institution" shall mean the institution which has agreed to receive a student or a faculty member, research or technical specialist from his or her Home Institution under the Student Exchange Program and/or the Academic Exchange Program.
- 2.1.7 "Intellectual Property" means all intellectual, proprietary and creative works, including all inventions, symbols, names, images, logos and designs, databases, software, copyrights, trademarks, patents, and all related rights.
- 2.1.8 "Participating Institutions" shall mean those institutions that are named in and have signed this Agreement.
- 2.1.9 "Student Exchange Program" shall mean the reciprocal student exchange program to enable full-time students of the Home Institution to study at the Host Institution for a semester up to one Academic Year.
- 2.1.10 "Student" means a student of a Host Institution or Home Institution who is participating in the Student Exchange Program.

### **ARTICLE 3: AGREEMENT**

- 3.1 The student exchange component of this Agreement will be administered by the International Office at faculty of Humanities, University of Amsterdam. At Ben-Gurion University of the Negev the Agreement will be administered by the Director of the Office of International Academic Affairs.
- 3.2 This Agreement is open to undergraduate and graduate students in Jewish and Hebrew Studies of the Faculty of Humanities at University of Amsterdam and Hebrew Literature at Ben-Gurion University of the Negev. Upon mutual agreement between the partners students of other study programs may be accepted.
- 3.3 Each party will protect all personal information in a manner consistent with legal and policy requirements as applicable to it, including those that relate to privacy, and to treat it as confidential and to ensure that it is collected, used, destroyed, and retained only as necessary for, and consistent with this agreement. The UvA GDPR policy can be found on the UvA website and appendix A.
- 3.4 Any Student who is approved for the Student Exchange Program prior to the termination of this Agreement, shall be able to complete their respective academic session and the provisions of this Agreement shall survive the termination of this Agreement to the extent that they apply to such Student and the Participating Institutions during the completion of the Student's session at the Host Institution.
- 3.5 The agreement shall remain in place for three (3) years after signature, and the parties may agree to review it with a view to extending its term.



- 3.6 This Agreement may be renewed for further periods of five (5) years by mutual agreement or may be terminated by either side at one year's notice.

#### **ARTICLE 4: MODES OF COLLABORATION**

- 4.1 The Participating Universities shall endeavor to promote collaboration through a broad range of strategies, which, in the initial stages of this cooperation shall include:
- 4.1.1 the design and implementation of the Student Exchange Program;
  - 4.1.2 exchanges of Faculty Members and other research and technical specialists for short-term and, as funding and other circumstances permit, longer-term visits; and
  - 4.1.3 the design of collaborative research projects, including the development of formal proposals for funding of such research.

#### **ARTICLE 5: STUDENT EXCHANGE PROGRAM**

- 5.1 Number of Exchange Students:
- 5.1.1 A specific aim of this Agreement is to institute and conduct an academic exchange of students. Normally this would involve an equal number of students from the Participating Institutions. The Participating Institutions will review the Student Exchange Program annually for any imbalance in the number of exchange students and will adjust the number of exchange students over the term of the Agreement, as necessary, to maintain a reasonable balance in the Student Exchange Program. For the purposes of reciprocity, one Student enrolling for one Academic Year of study is equivalent to two students enrolling for one semester.
  - 5.1.2 University of Amsterdam and Ben-Gurion University of the Negev agree to exchange up to four (4) full-year students, or eight (8) single-semester students, per academic year. However both institutes will convene at the start of each academic year (October) to determine the actual number of students for the academic year following.
- 5.2 Terms of Exchange:
- 5.2.1 Students may study for and not exceeding one or two terms or the equivalent of one Academic Year at the Host Institution.
  - 5.2.2 Applicants for participation in the Student Exchange Program will be selected by their Home Institution. The Home Institution will screen its applicants to ensure that they are of sound academic standing and appropriately prepared for the Student Exchange Program and have the



necessary language proficiency to pursue study at the Host Institution.

- 5.2.3 The participants under the Exchange will be selected on the basis of merit without regard to race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status or physical handicap. Both institutions 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.
- 5.2.4 Students must have completed at least one Academic Year of university study at the Home Institutions prior to commencing the exchange. The undergraduate exchange student from UvA should have completed at least three (3) semester of study before participating in the program. Students wishing to attend graduate level courses should be enrolled in a master's program at their home institution.
- 5.2.5 The Home Institution will nominate to the Host Institution the personal and academic details of the students it wishes to participate in the Student Exchange Program, as set out in the Host Institution's application form, in the following Academic Year no later than the Host Institution's published nomination and application deadlines.
- 5.2.6 The Host Institution accepts all students nominated by the Sending Institution providing students meet the academic and language standards as specified by the Exchange Programme and the number of nominated students do not exceed the number specified in the agreement.
- 5.2.7 Students will be informed by both Participating Institutions that the Host Institution cannot always guarantee access to specific courses as attendance may be limited and prerequisites to courses may be required. However, the Host Institution will make reasonable efforts to place Students in the courses of their choice.
- 5.2.8 The Host Institution will provide those Students selected to participate in the Student Exchange Program with formal letters of admission and such other documents as may be required to establish their student status for visa, study permits approvals and other purposes.
- 5.2.9i Students travelling to the Ben-Gurion University of the Negev shall be responsible for obtaining their own visas, study permits, approvals and completing the required immigration formalities, and for obtaining the travel and other related documents needed to pursue studies at the Host Institution. All students must obtain the appropriate visa before coming to Israel. .
- 5.2.9ii Students travelling to the University of Amsterdam shall be responsible to comply with the visa-instructions provided by the University of Amsterdam and completing the required immigration formalities. The



students shall be responsible for obtaining the travel and other related documents needed to pursue studies at the Host Institution. All students must obtain the appropriate study visa before coming to the Netherlands.

- 5.2.10 The Host Institution will assist incoming Students by providing pre-arrival information, registration and advisory services and a post-arrival orientation program. The Participating Institutions shall have all Students attend mandatory orientation courses for their respective outgoing Students and for incoming Students. All Students have access to the same recreational and academic facilities that are available to regularly enrolled students at the Host Institution.
- 5.2.11 The Home Institution will ensure that, upon receipt, it distributes to Students participating in the Student Exchange Program any pre-arrival information sent by the Host Institution.
- 5.2.12 Courses successfully completed at the Host Institution might be accepted for credit towards the degree at the Home Institution. It will be the responsibility of each Student to determine what courses are part of his/her degree-path curriculum and/or what course credits will be available at the Host Institution and are acceptable to the Home Institution for accreditation purposes.
- 5.2.13 Students will be expected to abide by the laws and customs of the host country, and abide by the policies and regulations of the Host Institution. Each party to this Agreement reserves the right to terminate the participation of any Student in the Student Exchange Program with immediate effect in the event of a serious breach of such laws, rules and regulations, including any failure by a Student to comply with the relevant Participating Institution's normal enrolment procedures. In the event that the Host Institution terminates the participation of a Student in the Student Exchange Program, or if a Student commits a serious breach of the laws and customs of the host country and/or the policies and regulations of the Host Institution that threatens the continued participation of that student in the Student Exchange Program, the Home Institution shall be advised as soon as is reasonably possible.
- 5.2.14 If a Student withdraws early from the Host Institution, the Host Institution will promptly inform the Home Institution.
- 5.2.15 Upon completion of the agreed period of study, the Host Institution will send an official academic transcript for each student to the appropriate office of the full of any amounts owed to it by the individual Student. It is the responsibility of the Home Institution to provide foreign transcript evaluation services of the Student's transcript, if necessary. The Host Institution will provide course descriptions and syllabi to the Home Institution and the Student to aid in course equivalency evaluation.



- 5.2.16 BGU students are allowed to take any course within the UvA faculty of Humanities for which they meet the entry requirements and if it's open for exchange students.

They can also take up to two courses (12EC maximum) per semester at another UvA faculty (again as long as it's open for exchange students).

### 5.3 Fees and Other Expenses:

- 5.3.1 Students will register in academic programs and pay the normal (tuition) fees to their Home Institution. No other tuition fees will be payable, except in cases where the Student concerned chooses to register in a formal degree program in the other Participating Institution or sign up for extracurricular courses and activities.

In the case of University of Amsterdam, incoming Students are required to take out health insurance through the provider designated by the University of Amsterdam or a provide proof of health insurance with equivalent cover. In the case of Ben-Gurion University, incoming Students are required to pay Student Union dues, fees welfare, security services, and all fees collected by the university from all students. All students must have proof of health insurance for the duration of the stay in Israel.

The Parties agree to foster student exchange through tuition and fees waiver at the host institution; said fees will be paid by the exchange student at the home institution. At the host institution students will have the status of non-degree students. Participants in the exchange cannot become degree candidates at the host institution without applying for admission as a fee paying, degree seeking student.

- 5.3.2 The Host Institution will provide information on suitable accommodation to incoming Students but does not guarantee it. Students will be responsible for their own meals, transportation, accommodation and subsistence costs, health insurance and other expenses.
- 5.3.3 In the event a Student voluntarily withdraws after the date for full tuition refund from the Host Institution or the Student's participation in the Student Exchange Program is terminated by the Host Institution, the Home Institution will not be allowed to substitute another student or add an additional student for that term/semester. Any refunds for tuition shall be determined by the policies of the Home Institution. Any refunds for accommodation meal plans or other services and fees shall be determined by the Host Institution policies as applied to all other regular withdrawing students at the Host Institution.



## ARTICLE 6: ACADEMIC EXCHANGE PROGRAM

Exchanges of Faculty Members, researchers and technical specialists generally shall be conducted under the following guidelines:

- 6.1 The parties to the Agreement will invite faculty for teaching and/or research visits for duration to be determined on a case-to-case basis and by mutual agreement. Visiting Faculty Members must have a sufficient command of the language of instruction, as determined by the Host Institution, if they are invited to teach.
- 6.2 The exchange and sharing of technical and scientific data and research materials and the purchase of scientific supplies and equipment for research projects will be determined prior to the commencement of the project.
- 6.3 All expenses associated with faculty exchange will be arranged by the Faculty Member in consultation with his/her Home Institution. Availability of funding from the Host visiting Faculty Member or researcher, shall not be responsible for any financial obligations including employment, compensation, travel, transportation, accommodation, health, dental, property and accident insurance and/or other expenses related to the visit or the research project, unless specified in the letter of invitation.
- 6.4 The Host Institution shall not be responsible for providing health care insurance coverage for visiting Faculty Members. However, the Host Institution may require that the Faculty Member or researcher subscribe to and obtain life and health care coverage through the insurance plan at the Host Institution, at the expense of the Faculty Member or researcher. The Participating Institutions shall assist in providing information on health care coverage, provided it is the Faculty Member's sole responsibility to ensure that they have obtained adequate life and health care coverage for themselves.
- 6.5 The parties to this Agreement shall undertake efforts to raise funds from outside sources for the exchange of lecturers and/or researchers.
- 6.6 The parties to this Agreement shall inform one another regularly about the curricular programs offered by each, and especially about research seminars, colloquia, conferences, and symposia organized by each. They shall exchange documentation and publications issued from these activities.
- 6.7 The parties shall negotiate and document in writing any agreed upon financial support for any collaborative or joint activities undertaken. Funds will be utilized only in compliance with agreed guidelines of funding. Each party will support research projects and initiatives within the limits of the terms of the specified guidelines and agreed projects.
- 6.8 Intellectual Property rights to research results shall be agreed to by the parties



and incorporated in a separate written agreement for the specific research project prior to the commencement of the project. Publications of various articles, papers, documents, etc. and joint projects shall be produced with mutual consent.

- 6.9 Should any faculty collaboration result in any potential for Intellectual Property, the parties shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the parties.
- 6.10 The parties shall have the right to publish results of any research project which does not contain any proprietary information of another party, provided due credit is given to those who have collaborated in the production of the work and that the party who proposes to publish the results of such research project, has provided to the other party, copies of any proposed publication or presentation at least thirty calendar days prior to submission of the proposed publication or presentation. Within the thirty day period, the parties shall have the right to review the material and to assess the patentability, copyright or claim with respect to any Intellectual Property in the material. If any party decides that a patent application should be filed or copyright claimed or any other proprietary claim, the publication or presentation shall be delayed an additional ninety calendar days or until a patent application, copyright or intellectual property right is filed or claimed, whichever is the earlier.

#### **ARTICLE 7: ACTIVITIES IN SUPPORT OF COLLABORATION**

- 7.1 The parties to this Agreement recognize the importance of certain ancillary activities in support of these areas of research and technical collaboration. Principal among these shall be, when appropriate:
- 7.1.1 the regular exchange of relevant publications and information generated by the parties to this Agreement; and
- 7.1.2 regular communication concerning the technologies necessary to enable and enhance the substantive areas of collaboration.

#### **ARTICLE 8: INDEMNITY AND INSURANCE**

- 8.1 Each party to this Agreement is liable according to the law in its country for /and irrevocably indemnifies the other against all liability, loss, penalties, payments, costs (including reasonable legal costs), charges and expenses arising directly from or incurred in connection with (excluding liability for indirect and consequential damages) any claim, action, costs (including legal) damage to or loss of any property or the death of or injury to any person caused or contributed to by the unlawful or negligent act or omission or default of a party to this Agreement, its employees, or persons to whom the party is responsible for at law, except to the extent that it is caused or contributed to by the unlawful or negligent act or default of the other party, its employees, or representatives or persons to whom



the party is responsible for at law, and on the condition that each party notifies the other of any claim and demand that is the responsibility of the other party, immediately upon receipt, and allows the other party to defend itself against it, as stated in section 8.4 below, and in any case will not compromise without the consent of the other party.

- 8.2 The relationship of the Participating Institutions shall be that of independent contractors, and a party shall not be deemed, nor hold itself out as being, a partner or agent of the other party. Neither Participating Institution shall be liable for the acts of the other, nor shall they be liable for the acts of Students participating in the Student Exchange Program or Faculty Members participating in the Academic Exchange Program.
- 8.3 This indemnity survives the termination of this Agreement.
- 8.4 The Participating Institutions agree to provide to each other notice of any claim, demand, action, loss, damage, charges, serious infractions, injury or death involving a Student participating in the Student Exchange Program or a Faculty Member, researcher, technical specialist or any other person participating in the Academic Exchange Program.
- 8.5 This section is solely for the benefit of the parties to this Agreement and is not intended to create any rights in any third party.

## **ARTICLE 9: OTHER PROVISIONS**

- 9.1 Nothing in this Agreement shall create binding obligations that may not be overridden by unilateral decisions reflecting overriding financial or other circumstances confronting any of the parties to this Agreement.
- 9.2 This Agreement may be executed in counterparts and all of the counterparts when taken together shall constitute one binding agreement. This Agreement may be executed and delivered by facsimile transmission and each of the parties hereto may rely on such facsimile signature as though such facsimile signature were an original signature.
- 9.3 The Participating Institutions shall not be responsible to the other for acts of God, riots, war, labor strikes or extraordinary unforeseen events beyond the reasonable control of a party to this Agreement. The Participating Institutions shall also not be responsible for the actions of the Students participating in the Student Exchange Program or the actions of Faculty Members participating in the Faculty Exchange Program.
- 9.4 In the event that the country of a Participating Institution declares a travel warning that forbids, restricts or otherwise urges the Participating Institutions to defer travel to the Host Institution, then the parties shall consult with one another and the Home Institution shall determine whether the Student Exchange Program and/or the Academic Exchange Program may be suspended. In the event of an



emergency, the Host Institution shall notify the Home Institution as soon as reasonably possible after it becomes aware of the situation.

- 9.5 This Agreement does not create an obligation to exclusivity between the parties, and the parties may enter student exchange and/or academic exchange agreement with other educational institutions.
- 9.6 If any provision of this Agreement is found to be illegal, invalid or unenforceable, such provision or portion of the provision shall be severable from this Agreement, and the remaining provisions shall continue in effect.
- 9.7 This Agreement shall be binding upon the successors and assigns of the parties.
- 9.8 This Agreement shall be governed in accordance with the laws of the jurisdiction of either the Host Institution or the Home depending on where this Agreement is most closely connected given consideration to the parties involved, the location and nature of the breach or incident and any applicable international laws.

Dated this

SIGNED by the authorized signing officers of the respective Participating Institutions:

**UNIVERSITY OF AMSTERDAM**

Name: Fred Weerma  
Title: Prof. dr.  
Date: 21 June 2021

**BEN-GURION UNIVERSITY**

Name:  
Title:  
Date:



## Appendix A.

Student Mobility Agreement between  
University of Amsterdam – Ben-Gurion University of the Negev

**Ben-Gurion University of the Negev (BGU)** has access to personal data belonging to the University of Amsterdam ('UvA') for the purpose of the exchange of students as stated in the signed SMA (hereafter: 'Purpose').

The personal data provided by the UvA pertain to:

- first and last name,
- date of birth,
- address details,
- email address,
- emergency contact details (hereafter: 'Personal Data').

The Personal Data may be used exclusively in service of the Purpose as described in the first paragraph of this article.

Parties are obligated to respect the confidentiality of all Personal Data. This obligation of confidentiality will remain in effect after the term of this agreement or the cooperation has ended. **BGU** will share no Personal data with any other party whatsoever, unless specifically necessary to attain the Purpose. In all other respects, the provision of Personal Data is and will remain the responsibility of the UvA. **BGU** will therefore forward all requests for Personal Data from other third parties to the UvA.

**BGU** has taken appropriate technical and organisational measures to ensure the security of the Personal Data. **BGU** will, at the UvA's first request, submit any information on the substance and nature of these measures.

**BGU** will not keep the Personal Data longer than is strictly necessary, and definitely not for longer than is needed to attain the Purpose, unless storage of the Personal Data is required by law, in which case **[BGU]** will keep the personal data for no longer than the statutory required period.

**BGU** will not forward any Personal Data to a third country or international organisation, unless the UvA gives **BGU** express written consent or instructions to do so or **BGU** is required to do so by law.

In the event that **BGU** is affected by an incident involving Personal Data (an actual or suspected data breach), **BGU** must immediately inform the UvA and provide the necessary explanation and background. **BGU** is responsible for reporting the data breach to the relevant authorities and the parties involved, as required by law, but will not do so without prior consultation with the UvA's Data Protection Official ([fg@uva.nl](mailto:fg@uva.nl)). In this regard, **BGU** declares in advance that they will provide full and unconditional cooperation and will, at the UvA's first request, submit any information or supplementary details.