



Juridische Zaken

Spui 21
1012 WX Amsterdam
Postbus 19268
1000 GG Amsterdam
www.uva.nl

tevens per e-mail:

Datum
6 februari 2026

Telefoon
020 525 4778

Uw kenmerk

-

E-mail
jz-woo@uva.nl

Bijlage
div.

Ons kenmerk
2026-003432

Onderwerp
Deelbesluit II

Geachte

I. Verzoek

Bij schrijven van 23 mei 2025 hebt u met beroep op de Wet open overheid (Woo) verzocht om openbaarmaking van – kort samengevat – de volgende documenten:

“

1. *Overzichten van de Universiteiten in de Verenigde Staten met wie de Universiteit van Amsterdam (UvA) op dit moment nog samenwerkingsovereenkomsten heeft op gebied van research en/of uitwisseling van studenten;*
2. *Overzichten m.b.t. de begindata, duur, intensiteit en omvang van deze samenwerkingen;*
3. *Alle onderliggende overeenkomsten en andere documenten m.b.t. punten 1 en 2;*
4. *Het advies van de Adviescommissie die in maart 2025 adviseerde om de samenwerkingen met Israëlische Universiteiten op te zeggen;*
5. *Alle onderliggende documentatie en communicatie m.b.t. punt 4;*
6. *Alle onderliggende documentatie en communicatie van het College van Bestuur van de UvA n.a.v. het genoemde uitgebrachte advies van de Adviescommissie.”*

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Het College van Bestuur (hierna: het College) heeft in een deelbesluit van 8 augustus 2025 besloten ten aanzien van de punten 4, 5 en 6. Hierbij treft u het besluit aan ten aanzien van de punten 1,2 en 3.

II. Wettelijk kader

In artikel 2.1 van de Woo is bepaald dat onder publieke informatie wordt verstaan: informatie neergelegd in documenten die berusten bij een orgaan, persoon of college als bedoeld in artikel 2.2, eerste lid, of informatie die krachtens artikel 2.3 door een bestuursorgaan kan worden gevorderd.

Ingevolge artikel 4.1, eerste lid van de Woo kan een ieder 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 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.

In artikel 5.1, tweede lid, aanhef en onder h, van de Woo is bepaald dat het openbaar maken van informatie achterwege blijft voor zover het belang daarvan niet opweegt tegen het belang van de beveiliging van personen en bedrijven en het voorkomen van sabotage.

In artikel 5.1, tweede lid, aanhef en onder i, van de Woo is bepaald dat het openbaar maken van informatie achterwege blijft voor zover het belang daarvan niet opweegt tegen het belang van het goed functioneren van de Staat, andere publiekrechtelijke lichamen of bestuursorganen.

III. Zoekslag

Er is een zoekslag uitgevoerd bij de afdeling Documentaire Informatievoorziening (DIV), het archief van het bestuur en de bestuursstaf. Tevens is een zoekslag uitgevoerd bij het Bureau Internationale Studentenzaken, de Faculteit der Tandheelkunde, Faculteit der Geneeskunde, Faculteit der Rechtsgeleerdheid, Faculteit Economie en Bedrijfskunde, Faculteit der Geesteswetenschappen, Faculteit der Maatschappij- en Gedragwetenschappen en de Faculteit der Natuurwetenschappen, Wiskunde en Informatica.

IV. Overwegingen

U hebt verzocht om openbaarmaking van overzichten van universiteiten in de Verenigde Staten waarmee de Universiteit van Amsterdam samenwerkingsovereenkomsten heeft op het gebied van research en/of uitwisseling. Verder heeft u verzocht om overzichten met betrekking tot de begindata, duur, intensiteit en omvang van deze samenwerkingen. Tevens heeft u verzocht om alle onderliggende overeenkomsten en andere documenten met betrekking tot deze samenwerkingen. Het is vaste jurisprudentie dat de Woo niet verplicht tot het opmaken van documenten, gelet hierop wordt in dit besluit volstaan met het openbaarmaking van beschikbare documenten. Er zijn geen overzichten opgemaakt naar aanleiding van uw verzoek.

./... De zoekslag naar aanleiding van uw verzoek heeft geresulteerd in diverse documenten. Vier daarvan betreffen overzichten, te weten:

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1. overzicht uitwisselingspartners VS UvA-breed;
2. overzicht Agreements Amsterdam Law School – Law Schools VS;
3. overzicht samenwerkingen projecten VS Faculteit FMG 21-8-2025;
4. overzicht samenwerkingen FNWI.

De overige documenten betreffen onderliggende overeenkomsten en andere documenten met betrekking tot de samenwerkingen met universiteiten uit de Verenigde Staten. Het College heeft besloten deze documenten te bundelen voor zover deze betrekking hebben op de samenwerking met dezelfde universiteit uit de Verenigde Staten, het betreft documenten met betrekking tot de universiteiten:

5. Brooklyn Law School;
6. Cardozo;
7. Chapman;
8. Columbia;
9. Cornell;
10. Emory;
11. Florida State;
12. Fordham;
13. Georgetown;
14. Hofstra;
15. Loyola;
16. New York;
17. North Eastern;
18. San Francisco State;
19. Stevens Institute of Technology;
20. The New School;
21. Tulane Law School;
22. UCLA Law School;
23. University of Cincinnati;
24. University of Connecticut;
25. University of Illinois;
26. University of Maryland;
27. University of Miami;
28. University of Michigan;
29. University of Minnesota;
30. University of Washington;
31. University of Wisconsin-Madison;
32. Boston College.

In de documenten is aangegeven welke uitzonderingsgrond op (delen van) het betreffende document van toepassing is. De motivering treft u hieronder aan.

Ten aanzien van vrijwel alle documenten geldt dat de persoons- en contactgegevens zijn 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

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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. 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. Voor wat betreft de directe contactgegevens van personen die wel uit hoofde van hun functie in de openbaarheid treden, geldt eveneens dat de openbaarmaking wordt geweigerd op grond van artikel 5.1, tweede lid, aanhef en onder e, van de Woo. Verder is informatie weggelakt voor zover deze betrekking heeft op de manier waarop universiteiten hun data beveiligen. Ten aanzien van deze gegevens dient het belang van de beveiliging van personen en bedrijven en het voorkomen van sabotage zwaarder te wegen dan het belang van de openbaarheid. Op grond van artikel 5.1, tweede lid, aanhef en onder h, van de Woo wordt de openbaarmaking van deze informatie geweigerd.

Tot slot verwijs ik u naar onze website waar diverse informatie over de samenwerkingsverbanden van de Universiteit van Amsterdam te raadplegen is.¹

V. Besluit

Het College van Bestuur besluit:

het verzoek voor zover het openbaarmaking van documenten 1 tot en met 32 betreft, toe te wijzen met inachtneming van artikel 5.1, tweede lid, van de Woo.



Remend voorzitter

Tegen deze beslissing kunt u binnen 6 weken na verzending van deze beslissing bezwaar maken 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.

¹ <https://www.uva.nl/over-de-uva/over-de-universiteit/internationalisering/internationale-universiteit.html>

		Contractvorm	plekken vastgelegd in de ovk, inclusief evt leenplekken)		Status contract	Opmerking
Country	University					
United States	Boston College	Breed	14	jun-27		
United States	Chapman University	Breed	4	verlopen		gesprekken t.a.v. vernieuwen samenwerking
United States	City University of New York, Baruch College	Breed	8	verlopen		vernieuwen opgestart
United States	City University of New York, Hunter College	Breed	8	niet getekend		vernieuwen opgestart
United States	Emory University	Breed	4	mei-29		
United States	Fordham University	Breed	8	dec-26		
United States	Hofstra University	Breed	12	jun-30		
United States	Loyola University, New Orleans	Breed	8	apr-27		
United States	Montana State University	Breed	4	verlopen		gesprekken t.a.v. vernieuwen samenwerking
United States	New York University	Breed	4	nov-27		
United States	San Francisco State University	Breed	20	verlopen		gesprekken t.a.v. vernieuwen samenwerking
United States	Stevens Institute of Technology	Breed	4	verlopen		vernieuwen opgestart
United States	The New School	Breed	10	jul-28		
United States	University of California	Breed	20			Potentieel nieuwe parther: streven beslissing omtrent nieuwe overeenkomst vóór mei 2026
United States	University of Connecticut	Breed	10	verlopen		gesprekken t.a.v. vernieuwen samenwerking
United States	University of Illinois, Chicago	Breed	2	verlopen		gesprekken t.a.v. vernieuwen samenwerking
United States	University of Maryland	Breed	11	jun-26		
United States	University of Miami	Breed	6	verlopen		vernieuwen opgestart
United States	University of Minnesota	Breed	4	autom. Verlenging		vernieuwen opgestart
United States	University of Nebraska, Lincoln	Breed	4	autom. Verlenging		vernieuwen opgestart
United States	University of Virginia	Breed	4	autom. Verlenging		vernieuwen opgestart
United States	University of Washington	Breed	6	mei-27		
United States	University of Wisconsin Madison	Breed	8	feb-28		
			163	totaal plekken		
			183	incl University of California		

AMSTERDAM LAW SCHOOL			
Agreement	Geldig tot	Contract onderhandelingen	Opmerking
Benjamin N. Cardozo University School of Law Exchange Agreement	22 november 2021	In progress	
Brooklyn Law School Exchange Agreement	13 juni 2028		
Brooklyn Law School FULL YEAR LLM OPTION	13 juni 2028		
Columbia University School of Law Exchange Agreement	18 februari 2023	In progress	
Columbia University School of Law JOINT PROGRAM INTERNATIONAL CRIM	23 maart 2030		
Cornell University School of Law Exchange Agreement	4 oktober 2023	In progress	
New York University School of Law Exchange Agreement	1 september 2014	In progress	Na 2014 verlenging middels gentlemen's agreement
Fordham University School of Law Exchange Agreement	8 december 2026		
Georgetown University Law Center Exchange Agreement	10 november 2029		
Michigan University School of Law Exchange Agreement	27 februari 2010	In progress	Na 2010 verlenging middels gentlemen's agreements
Tulane University School of Law Exchange Agreement	1 december 2027		
UCLA School of Law Exchange Agreement	nieuwe samenwerking	In progress	
UCLA/Promise Institute Agreement for ACADEMIC RESEARCH	27 februari 2026		

Naam Opdrachtgever	Contractsom Lokaal	Plan Startdatum	Plan Finishdatum	Opdrachtgever	Referentie opdrachtgever	Subsidieprogramma	Subsidieonderdeel	Call for proposal	Coördinator
National Science Foundation	26.978,00	1-10-2023	31-12-2025	64898	88976-1163362	ORG_INTNAT		NSF-SNCF	
John Templeton Foundation c/o Kimon	81.766,15	1-1-2021	31-12-2025	43945	TWCF0565	FILANTR	FONDS_VERM	TWCF DONATION	
National Institutes of Health (NIH)	675.276,00	1-2-2023	31-12-2028	61928	1R01MH125950-01A1	NWO_INTNAT	NIH	NIH Research Project Grant Program (R01)	Research Foundation for Mental Hygiene
National Institutes of Health (NIH)	277.232,00	1-4-2022	31-1-2026	61928	302005371	NWO_INTNAT	NIH	National Institutes of Health (NIH)	Duke University
National Institutes of Health (NIH)	189.000,00	1-4-2022	31-1-2027	61928	1R01MH129742-01	NWO_INTNAT	NIH	National Institutes of Health (NIH)	University of Southern California
National Institutes of Health (NIH)	81.740,00	1-7-2023	31-3-2027	61928	5R01MH130348-02	NWO_INTNAT	NIH	SF 424 (R&R) Application for Federal Assistance	University of Michigan
National Institutes of Health (NIH)	122.200,00	1-6-2023	31-5-2026	61928	4R03NS120249-03	NWO_INTNAT	NIH	National Institutes of Health (NIH)	Penn State University
The Mind & Life Institute	22.814,00	1-9-2024	28-2-2026	4600206802	Varela02022-020988831	ICOWPROFIT	WERELD	Varela Grants 2023	
American Psychological Association	50.365,14	1-1-2020	31-12-2025	56802					

Systeemstatus	PS projectnummer	Project (Omschr.)	Naam Projectleider	Naam Opdrachtgever	Plan Startdatum	Plan Finishdatum	Subsidieprogramma	Subsidieonderdeel	Jaar van toekenning	Contractsom UvA	Projectsoort
Gecreëerd	5.1, lid 2, h	4. Advanced Study Princeton-Northwestern	5.1, lid 2, e	Princeton University	9/1/2025	2/28/2026	KNAW	NIAS_FELLO	2025	38.534.00	ZPPM22
Vrijgegeven;Doorgewen;Gerubriceerd				NorthWestern University	1/1/2023	6/30/2025	NONPROFIT	UNIVERSITEIT	2022	224.170.00	ZPPM23
Vrijgegeven;Doorgewen;Gerubriceerd					7/25/2018	2/28/2025			2018	43.924.00	ZPPM23
Vrijgegeven;Doorgewen;Gerubriceerd		UCHC / Apella		University of Connecticut	1/1/2024	12/31/2025	ORG_INTNAT	WERELD	2023	93.468.00	ZPPM23
Vrijgegeven;Doorgewen;Gerubriceerd		CalTech HSF		California Institute of Technology	6/1/2021	8/31/2027	FLANTR	STICHT_PART	2021	705.878.00	ZPPM23
Gecreëerd;Geblokkeerd										250.869.73	ZPPM23

**Exchange Agreement
between
Brooklyn Law School
and
The Amsterdam Law School, University of Amsterdam**

Brooklyn Law School (“Brooklyn”) and Amsterdam Law School (“Amsterdam”) , recognized by an accrediting agency , desiring to promote better understanding between the USA and the Netherlands, to strengthen the relationship between the countries through higher education, and to improve the educational systems of both countries; believing that the expansion of mutually beneficial co-operation and exchanges will facilitate the achievement of these aims; hereby agree to the terms and conditions of this exchange agreement.

In this exchange agreement, unless the context implies otherwise:

“exchange students” shall mean the students participating in the student exchange program;

“home institution” shall mean the university at which the student intends to graduate;

“host institution” shall mean the university which has agreed to receive the exchange student from the home institution.

I. Duration

This agreement will remain in force shall begin as of the date of final signature and continue for a period of five (5) years, unless otherwise terminated pursuant to this Agreement. The term of this Agreement may be extended by mutual written Agreement of the Parties.

II. Program

- A.** Amsterdam will nominate up to two LL.B. students annually for enrollment as one-semester visiting law students at Brooklyn during each academic year for the term of this agreement. Amsterdam students may visit either in the Fall or the Spring semester, in agreement with Brooklyn.
- B.** Brooklyn will nominate up to two eligible Juris Doctor degree students annually to enroll as one-semester visiting law students at Amsterdam Law School. Brooklyn students may visit either in the Fall or in the Spring semester, in agreement with Amsterdam.

III. Academic Content Approval and Standards

- A.** The courses of study to be followed by students at both institutions shall be agreed to by the academic advisors at Brooklyn and Amsterdam. The Director of International Programs at Brooklyn or its nominee, will serve as academic advisor to the visiting law students from Amsterdam. The Amsterdam Law School will designate an academic advisor for the visiting law students from Brooklyn.

- B. The appointed academic advisors at each institution shall approve a plan of study for their own students that meets the standards equivalent to each student's home institution.
- C. Exchange students shall be registered as non-degree students at the host institution. Exchange students will receive no degree or diploma, nor credit towards a degree or diploma, from the host institutions for the academic work done by them.
- D. All exchange students shall be subject to the same academic regulations regarding class performance and attendance and regarding behavioral and disciplinary regulations that pertain to regularly enrolled students at the host institution and will be expected to abide by the laws and regulations of the host country and to abide by the policies of the host institution. Amsterdam students coming to Brooklyn must therefore adhere to American regulations regarding Exchange Visitor state regulations, particularly regarding immunization and health insurance requirements. Brooklyn students attending Amsterdam will carry their own health insurance with international coverage.

IV. Tuition, Fees, Housing

- A. Exchange Students must register/enroll and pay the tuition fees and any other required fees for their home institution and will be registered full-time students at their home institution. Incoming students will not be required to pay tuition fees of the host institution for the duration of their exchange period.
- B. Each Exchange Student shall pay their own expenses including travel, visa costs, textbooks, supplies, accommodation, medical insurance, medical expenses and living expenses and all other costs associated with his/her studies during the period of the exchange.
- C. Brooklyn will provide referrals and advice regarding local rental housing that is comparable to rental housing in which Brooklyn students might reside. Amsterdam will offer referrals and advice to the visiting Brooklyn students regarding local housing. The host institution is not obliged to provide housing or financial assistance to exchange students.
- D. The receiving institution reserves the right to terminate the registration of any exchange student whose work or behavior is not appropriate in the view of the receiving institution. It is agreed that such cases will be discussed by the two institutions before any action is taken by the host institution.
- E. If any exchange student withdraws early from the host institution, the host institution will inform the home institution promptly.

V. Data protection

- A. Exchange students will be subject to the relevant rules, regulations and procedures of the Host-Institution. Candidates must comply with the national requirements of the Host-Institution. Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. Brooklyn and Amsterdam may be subject to various privacy, freedom of information, and public records laws. Both Parties agree that they will co-operate and provide all necessary assistance within the legal limits of each country in order to comply with these legal obligations. For this matter the Parties agree on the content in Annex I (Description of transfer) and Annex II (Technical and

organizational measures) of this agreement.

- B.** In case both Parties agree upon the transfer of the Personal Data to a third country or international organization, or the other Party is located in such third country, or is such international organization, and the European Commission has not decided that this third country or international organization can ensure an adequate level of protection, the Standard Contractual Clauses pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ('SCCs') will apply. Please see: [Standard contractual clauses for international transfers | European Commission \(europa.eu\)](#)

- C.** Only the following SCCs will apply as follows:

- 1.** Clause 1 will apply, as appropriate;

Clause 1

Purpose and scope

(a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of personal data to a third country.

(b) The Parties:

(i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter "entity/ies") transferring the personal data, as listed in Annex I.A. (hereinafter each "data exporter"), and

(ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each "data importer")

have agreed to these standard contractual clauses (hereinafter: "Clauses").

(c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

- 2.** in Clause 7, the optional docking clause will apply;

Clause 7 - Optional

Docking clause

(a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.

(b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.

(c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

3. the use of sub-processors will not apply;
 4. the option to lodge complaints with an independent dispute resolution body, will not apply;
 5. in Clause 17, Option 1 will apply, and the EU SCCs will be governed by the laws of the Netherlands;
 6. in Clause 18(b), disputes shall be resolved before the courts of the Netherlands;
 7. Annex I of the EU SCCs shall be deemed completed with the information set out in Annex IA to this SEA. The competent supervisory authority will be the Dutch Data Protection Authority (DDPA); and
 8. Annex II of the EU SCCs shall be deemed completed with the information set out in Annex II to this SEA;
- 6.4. in the event that any provision of this SEA contradicts the SCCs (directly or indirectly), the SCCs shall prevail.

VI. General

- A. Either university may terminate this agreement with six months' written notice. Should an institution terminate its involvement, students participating in the exchange program shall be permitted to complete the period of the exchange, which they have undertaken under this agreement, and an event of termination will not affect the operation of this agreement as it applies to participants undertaking activities at the host institution at the effective date of termination. If the institution exercising this termination right will have hosted fewer exchange students than the other institution at the time of termination, the universities will attempt to negotiate a plan to "even out" the amount of hosting as part of the termination plan.
- B. This agreement may be varied, re-negotiated, or modified at any time by agreement in writing signed by the two universities.
- C. Nothing in this agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal or agent, between the two universities, and neither of the universities shall have any right or authority to act on behalf of the other university or to bind it in any way.
- D. The Parties will make every reasonable effort to resolve all issues arising under this Agreement. If any dispute arising out of or in connection with this Agreement is not amicably settled within thirty (30) days after written notification of the dispute to the other Party, such dispute shall be settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC") by one arbitrator, and proceedings in accordance with ICC rules shall be the exclusive means of resolving such dispute. The arbitrator shall be agreed upon by both Parties, and failing agreement within thirty (30) days after the request by one Party, by the ICC in accordance with the ICC rules. The place of arbitration shall be determined by the Parties, New York law shall be applied in resolving disputes, and the language of the arbitration shall be English. There shall be discovery under the rules of the ICC, including the exchange and submission as evidence of documents, affidavits and witness statements, interrogatories, and depositions. Hearsay shall not be admissible. To protect the interests of both Parties, the proceedings shall be kept confidential. Arbitration awards shall be enforceable in Holland and New York.

- E. The liability of each Party is limited to the amount paid by the insurance company of the respective Party.
- F. To the maximum extent permitted by law, in no event will either Party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, and regardless of whether a university was advised or had reason to know of the possibility of incurring such damages in advance.
- G. Each Party shall, at its own cost, purchase and maintain a minimum of an equivalent of **two (2)** million dollars general liability insurance throughout the term of this Agreement to cover its obligations under this Agreement. Such insurance shall be placed with reputable insurers and each party shall provide to the other, upon request, a certificate of insurance evidencing such coverage.
- H. **Force Majeure**- Notwithstanding anything else expressed or implied in this agreement, neither Party shall be liable for any failure or delay in performance under this agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, nature disasters, pandemics, acts of government, flood, fire, civil unrest, acts of terror, acts of God, strikes or other labor problems, computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility.
- I. The Exchange Students will be selected on the basis of merit without regard to race, national or ethnic origin, color, religion, age, sex, sexual orientation, gender identity or expression marital or veteran status or physical or mental disability. Each Party will 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 this Agreement, subject to the provisions of each Party's policies and requirements. Any violation of these principles will be considered grounds for terminating this Agreement.

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

Brooklyn Law School

5.1, lid 2, e

Associate Dean for Finance and
and Administration

Date: 6/5/2023

Amsterdam Law School

5.1, lid 2, e

Dean

Date: 13 June 2023

Questionnaire Schrems II

Given the judgment of the Court of Justice of the European Union in C-311/18 (Schrems II), especially paragraphs 138 to 145, Clause II of the Annex of Decision 2004/915/EC, and/or Clause 5(b) of the Annex to Decision 2010/87, we seek clarification on the following questions:

- (1) Do you or any other relevant US entity (controller or processor) that processes or has access to personal data that is transferred from the UvA to you fall under one of the following definitions in 50 U.S.C. § 1881(b)(4), that could render you or the other entit(ies) directly subject to 50 U.S.C. § 1881a (= FISA 702)?

☐ Yes ☒ No ☐ We are under a legal obligation not to answer this question

- (2) Do you, or any other relevant US entity (controller or processor) that processes personal data that is transferred from the UvA to you, cooperate in any respect with US authorities conducting surveillance of communications under EO 12.333, should this be mandatory or voluntary?

☐ Yes ☒ No ☐ We are under a legal obligation not to answer this question

- (3) Are you or any other relevant US entity (controller or processor) that processes personal data that is transferred from the UvA to you subject to any other law that could be seen as undermining the protection of personal data under the GDPR (Article 44 GDPR)?

☐ Yes ☒ No ☐ We are under a legal obligation not to answer this question

If so, please specify these laws:

- (4) If one or more of the above questions is answered with yes, we seek the following clarifications:

(A) Have you implemented appropriate technical and organizational measures (see Article 32 GDPR) for every step of the processing operations which ensure an equivalent level of protection of personal data guaranteed in the European Union by the GDPR?

☐ Yes ☐ No ☐ We are under a legal obligation not to answer this question

(B) If so, please specify which technical and organizational measures (including encryption) have been taken so that neither content nor meta data can be processed by sophisticated state actors with direct access to the internet backbone, switches, hubs, cables and alike:

For example: Homomorphic encryption (of data in rest and in transit), data storage in the European Economic Area (EEA), minimizing the data that is transferred, etc.

APPENDIX

EXPLANATORY NOTE:

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

ANNEX I

A. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:

Exchange students.

Categories of personal data transferred:

Biographical information such as name, date of birth, address and contact information. Education records if necessary for evaluation and acceptance into exchange program.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:

None.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):

Occasional and only as necessary.

Nature of the processing:

Transfer and storage to the extent required to comply with the student exchange agreement.

Purpose(s) of the data transfer and further processing:

To comply with the student exchange agreement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

Six (6) years post-attendance.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

Not applicable.

B. COMPETENT SUPERVISORY AUTHORITY

The Dutch Data Protection Authority (DPA)

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

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Amendment to the Exchange Agreement
Brooklyn Law School and The Amsterdam Law School, University of Amsterdam

This is an amendment to the Exchange Agreement, dated June 13, 2023 (“the Agreement”), between Amsterdam Law School, University of Amsterdam (“Amsterdam”) with an address of Roeterseilandcampus, building A, room 6.03, Nieuwe Achtergracht 166, 1018 WV Amsterdam, The Netherlands and Brooklyn Law School, a non-profit education corporation, located at 250 Joralemon Street, Brooklyn, NY 11201.

The Agreement is amended to insert a new section, “Section VII- Full Year LL.M. Option,” into the Agreement as follows:

Section VII- Full Year LL.M. Option

- A. In addition to the forgoing, students currently enrolled in Brooklyn Law School (“BLS”) may apply to enroll in an Amsterdam LL.M. program after completing at least one year of law school at BLS. BLS will recommend applicants it believes to be qualified. However, the decision to accept such students shall rest entirely with Amsterdam. Students who enroll in this program must meet the requirements of the degree program at Amsterdam. Upon successful completion of the Amsterdam degree program, BLS students will be awarded an LL.M. BLS will be fully responsible for determining which credits earned at Amsterdam by BLS J.D. students are accepted by BLS toward completion of the J.D. degree.

- B. Recent graduates of the Amsterdam undergraduate and graduate programs may likewise apply to enroll in the BLS LL.M. program for foreign-trained lawyers. Amsterdam will recommend applicants it believes to be qualified. However, the decision to accept such students shall rest entirely with BLS. Students who enroll in this program must meet the requirements of the degree program at BLS. Upon successful completion of the BLS degree program, Amsterdam students will be awarded an LL.M.

This Section VII is effective as of July 1, 2024.

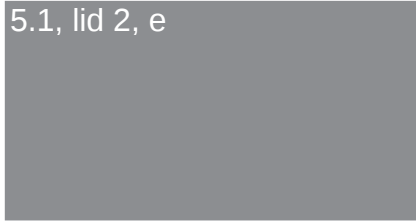
Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party.

Each Party hereby represents and warrants to the other Party that it has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Agreement as amended. This Amendment is governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of law's provisions of such State.

Date: March 6, 2025

Amsterdam Law School

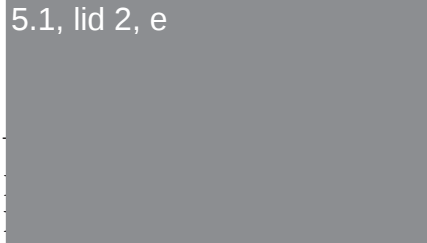
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STUDENT EXCHANGE AGREEMENT

Amsterdam Law School and Benjamin N. Cardozo School of Law

I. Objective and Purpose

- A. This Agreement establishes a student exchange program for students at the Amsterdam Law School ("ALS") and students at the Benjamin N. Cardozo School of Law ("Cardozo").
- B. The purpose of this Agreement is to set out the structure and procedures for the exchange program, taking into account, whenever possible, the academic and administrative constraints of each institution.

II. Number of Exchange Students

- A. Each institution may nominate two law students to be enrolled at the other institution for one academic semester each academic year. If there is mutual interest, there may be an opportunity for exchange of additional students. Given the academic schedules at the two institutions, ALS students attend Cardozo during the fall or spring semester, and Cardozo students will attend ALS during the spring semester.
- B. A balance in the number of participating students from each institution shall be achieved over the term of this Agreement. If, in a given year, there is a discrepancy in the number of students exchanged, the credit or debit will be carried forward.

III. Admissions Procedures

- A. Cardozo students must have completed at least two years of law studies and ALS students must have completed at least two years of law studies prior to participation. They must be in good academic standing at the home institution. Cardozo students should also have completed a course in public international law and one in European Union Law if they wish to enroll in advanced courses which require these as prerequisites. Students who have not completed one or both of these courses at Cardozo are required to enroll in the missing course(s) at ALS.
- B. The home institution will have initial responsibility for selecting students to participate in the exchange program. Students selected by the home institution will complete an application for the host institution.
- C. ALS applicants to Cardozo shall supplement the application with a letter of permission/recommendation from the exchange coordinator; a TOEFL score; a transcript of grades; and a short personal statement stating why the candidate would like to study at Cardozo. Students who request a waiver of the TOEFL must include in their statement a paragraph detailing any experience with

studying or reading English, and a letter from the exchange coordinator must attest to the student's proficiency in English.

- D. The host institution will evaluate the application of each selected student. It will normally approve the applicants nominated by the home institution, and approval will not unreasonably withheld. However, the host institution reserves the final admissions decision for each exchange student.
- E. Applications for admission as an exchange student must be submitted to Cardozo no later than May 1 for the fall term and no later than November 1 for the spring term.

IV. Status of Students and Program of Study

- A. Exchange students will be responsible for completing appropriate registration procedures at their home institutions.
- B. Exchange students shall be registered as non-degree students at the host institution.
- C. Students coming from ALS are required to participate in the Cardozo course lottery by which course slots are allocated. They should understand that there is no guarantee of enrollment in specific courses.
- D. Exchange students shall complete all course work during their stay at the host institution. Exchange students at Cardozo will be required to sit for examinations and be assessed and graded in the same manner as other international LL.M. students in the host institution, and will acquire credits in accordance with the regulations of the host institution. Exchange students at ALS will be required to sit for examinations and be assessed and graded in the same manner as other students in the host institution, and will acquire credits in accordance with the regulations of the host institution.
- E. Students coming from ALS may not take more than fourteen (14) credit hours at Cardozo. Students from Cardozo may take courses up to a maximum of 35 European credits (EC) and may transfer no more than twelve (12) American credits (=30 EC) to Cardozo.
- F. Exchange students shall be entitled and encouraged to participate in any introductory or orientation courses or programs that may customarily be arranged for foreign students at the host institution. Students from ALS should take the course "Introduction to US Law" at Cardozo, which begins the week prior to the start of each semester. In general, Cardozo students will select from courses taught in English in the Faculty of Law at ALS, provided they have met prerequisites. Cardozo students who have not taken Public International Law or European Union Law will be required to do so at ALS, though they are encouraged to complete these courses before enrolling at ALS.

- G. Exchange students shall be entitled to the privileges of full student status, such as full use of the library, use of university facilities, etc. Cardozo makes no guarantee of housing for exchange students, who have lower priority in regard to places in university housing than degree-seeking students. Likewise, the ALS does not guarantee housing in Amsterdam.
- H. Exchange students shall be subject to the rules and regulations of the host institution.

V. Fees and Expenses

- A. Exchange students shall pay tuition and fees at the home institution and shall be exempted from paying tuition and fees at the host institution. No exchange of funds between the two institutions shall occur.
- B. Exchange students will be responsible for making arrangements for and bearing the costs of accommodation, international travel, visa, travel in the host country, books, equipment, consumables, hospitalization, health insurance, and other incidental expenses arising out of the exchange.
- C. In the unlikely event that an exchange student should fail to comply with academic or disciplinary regulations of the host institution and be asked to leave the host institution, the exchange student will be responsible for any expenses resulting from the involuntary withdrawal. The home institution will be notified before any such action is taken.

VI. Health Insurance

- A. Exchange students will be required to provide proof of full health coverage in an amount comparable to that required at the host institution for international students.

VII. Student Visa and Other Documents

- A. Exchange students will be responsible for obtaining visas and related documents necessary to pursue studies at the host institution. Cardozo will send the ALS students the proper immigration forms in a timely manner in order for them to obtain a visa.

VII. Academic Credit and Notification of Results

- A. ALS will send Cardozo official transcripts showing the academic results of the exchange students from Cardozo who study at ALS. Exchange students from ALS should, prior to their departure, request that a transcript to be sent to their home institution and Cardozo will send an official transcript showing the

academic results of the exchange students to ALS when those results are complete.

- B. The home institution will determine the academic credit to be granted to its exchange students for courses completed at the host institution.

X. Implementation of the Agreement

- A. Each institution shall designate one individual to fulfill the responsibilities of on-site director to act as student exchange coordinator and to facilitate student exchanges under the terms of the agreement.
- B. As soon as possible every semester, the named student exchange coordinator will exchange all relevant information about the courses offered at their respective institutions (course descriptions, timetable, prerequisites, etc.).
- C. Modifications to this agreement may be made by mutual agreement and confirmed through an exchange of letters, including those transmitted by fax or email.

XI. Final Provisions

- A. This Agreement will commence with the academic year of 2008-09 and shall remain in force for a period of three years.
- B. Either party, by notice in writing of no less than 6 months, may terminate this agreement. Any students who have commenced at either university at the date of termination will be allowed to complete their courses of study. The parties will confer concerning the renewal of this agreement prior to its expiration.
- C. This agreement may be extended by consent of both institutions for a further specified period.

On behalf of
Amsterdam Law School

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Director LL.M. programmes/
Amsterdam Exchange Programs
Amsterdam Law School

Dated: 8 May 2008

On behalf of the Benjamin N. Cardozo
School of Law

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Dean
Benjamin N. Cardozo School of Law

Dated: 5 May 2008

Renewal of the Student Exchange Agreement

Between

Amsterdam Law School

And

Benjamin N. Cardozo School of Law

1. The Benjamin N. Cardozo School of Law and Amsterdam Law School had a Student Exchange Agreement dated May 8, 2008 for a period of Three (3) years.
2. The Parties, being pleased with the Student Exchange Agreement, would like to renew the Agreement on the same terms for a period of Three (3) years beginning in October 2018 and ending at the end of December 2021.
3. With this renewal, the Parties would like to amend additional clauses:
 - a) The Scholarship and Admission Committees at Yeshiva University will give individual LL.M. applicants from Amsterdam Law School priority for consideration to the prestigious Dean Merit Scholarship. However, in order to benefit from this collaboration in a more meaningful way, students and graduates of Amsterdam Law School are invited to apply and enroll at Yeshiva University as a group for each academic year. As such, they would be eligible for the Automatic Partnership Group Discount as follows:
 - (i) Two Amsterdam Law School students or graduates enrolled in the LL.M. program at Yeshiva University will each receive an automatic 40% reduction in tuition;
 - (ii) in the event that five or more Amsterdam Law School students or graduates enroll in CARDOZO's LL.M. program, they will each receive a 50% reduction in tuition. No limitations apply on numbers of qualified Amsterdam Law School enrollees at Cardozo. Additional Housing Scholarship may also apply. (Please note that these discounts apply to alumni of Amsterdam Law School as well as current students).
 - b) [REDACTED] may terminate this Agreement by giving at least six months' notice. Termination will not affect any already agreed-upon exchange in the year

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Dean
Benjamin N. Cardozo School of Law
Dated:

Director Exchange Programs
Amsterdam Law School Dated:
23-11-2018



UNIVERSITY OF AMSTERDAM

CHAPMAN
UNIVERSITY

STUDENT EXCHANGE AGREEMENT

BETWEEN

CHAPMAN UNIVERSITY

AND

UNIVERSITY OF AMSTERDAM

I. INSTITUTIONS & PURPOSES

The purpose of the Agreement is to establish an affiliation between Chapman University, Orange, California USA (hereinafter referred to as "Chapman") and **University of Amsterdam** (hereinafter referred to as "**University of Amsterdam**") to implement a student exchange program.

II. DEFINITION

In this Agreement, unless the content will otherwise imply, "exchange" shall mean a one-for-one exchange of students from each university; "exchange students" shall mean students participating in the exchange implemented herein; "home institution" shall mean the university at which the student intends to graduate; and "host institution" shall mean the university which has agreed to receive the exchange students from the home institution.

III. PRINCIPLES IN RECIPROCITY

1. Exchanges shall be reciprocal and balanced over the duration of this agreement. Exchange students shall pay tuition and fees to their home institution while tuition and fees will be waived at the host institution.
2. Exchange students will not be charged for application or tuition fees at the host institution. The host institution may collect certain mandatory fees (e.g., health services) from incoming students, which are not required by the outgoing students. All such fees will be specified in advance.
3. Exchange students will be accorded the rights and privileges of regular attendance at the host institution, excluding the rights to matriculate and/or earn degrees at the host institution.
4. Chapman University and University of Amsterdam will exchange up to five (5) semester places annually. The parties may by mutual consent increase the number of participating students or arrange that more students participate but for a shorter period of time.



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 a three year period, an equal number of student semesters will be undertaken in each direction.

IV. APPLICATION & ADMISSION

1. Students who wish to participate in the exchange shall submit applications to the designated official of their home institution.
2. Exchange students shall be nominated on the basis of criteria determined by the home institution. However, all students must have demonstrated superior academic achievement. The names of students undertaking the exchange, together with relevant academic information, including a list of classes/modules each student wishes to take, will be sent to the host institution approximately four months prior to the exchange taking place.
3. The host institution coordinator shall arrange for appropriate review of applications and selection of applicants, and shall notify successful candidates via the coordinator for the home institution no later than May 1 for the fall semester/term and November 15 for the spring semester/term. This notification should include an evaluation of the availability of preferred classes/modules.
4. The host institution will provide the documentation required by law for the exchange student to apply for a visa.

V. REGISTRATION, FEES, & RECORDS

1. Exchange students shall pay tuition and fees at their home institution. Neither university shall request charges from exchange students for tuition or application.
2. Students will receive all orientation and registration materials from their host international programs coordinator with instructions to go through the normal registration procedures of that institution, abiding by the established deadlines. While effort will be made to assist students in enrolling in the classes they prefer, there is no guarantee of specific classes.
3. All students must register on a full-time basis. Full-time enrollment requires a minimum of 12 credits per semester (and a maximum of 18 credits per semester.)
4. Records will be established for exchange students as if they were regularly matriculated students of the host institution. An official transcript of course work and grade will be mailed to the Registrar of the home institution at the completion of each semester of attendance.



5. Any academic credit that the student receives from the host institution may be transferred back to the home institution in accordance with procedures determined by the home institution.

VI. STUDENT OBLIGATIONS

1. Exchange students will be responsible for ensuring their own international transportation and lodging. Travel and lodging costs will be the responsibility of the individual exchange students.
2. Exchange students are responsible for securing their own financial support, and the host institution bears no responsibility for providing funds to an exchange student for any purpose.
3. Exchange students are required to be covered by health insurance valid in the host country. Proof of health insurance valid in the United States will be required for exchange students from **University of Amsterdam**. Exchange Students studying at **University of Amsterdam** are required by law to have appropriate health insurance for the duration of a student's stay in the Netherlands.
4. Each institution reserves the right to dismiss any participating student at any time for academic or personal misconduct in violation of established regulations of the host institution and the host country. The dismissal of a participant shall not abrogate the agreement for the arrangements regarding other participants. Exchange students are subject to the same rules and regulations as local students.
5. Upon completion of the exchange period at the host institution, the participating students must return to their home university. No extension of stay will be authorized unless otherwise specified by the home institution.

VII. GENERAL PROVISIONS

1. Conflict of Interest:
 - 1.1. **University of Amsterdam** shall not hire any officer or employee of Chapman to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract of grant, **University of Amsterdam** shall not hire any employee of the United States government to perform any service covered by this agreement.
 - 1.2. Both parties and their officers affirm that to the best of their knowledge there exists no actual or potential conflict between their employees' family, business or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this agreement, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the institution.



- 1.3. Both parties' employees or officers shall not be in a reporting relationship to an employee of the other party who is a near relative, nor shall the near relative be in a decision-making position with respect to the employee.
 - 1.4. Any benefit or payment offered or provided to Chapman, its employees, students or affiliates must be disclosed in writing annually to the Chief Operating Officer of Chapman along with the reason for the payment or benefit. A benefit would include any trip or any item or service of value, a payment shall include rebates or other offering of value to Chapman or any employee, student or affiliate of the institution. The annual disclosure shall be provided on or before June 1 of each year.
2. Compliance with Applicable Law:
- 2.1. Each party and its agents shall comply with all applicable federal, state and local laws, including, but not limited to those prohibiting discrimination on the basis of *race, color, religion, sex, age, national origin, sexual orientation, disability, or veteran status* or any other category to the extent protected by law. Furthermore, each party, its contractors and agents shall comply with applicable international laws, codes and regulations of the countries and localities in which services are provided including, but not limited to, requirements for health and safety, permits, licensing of vehicles, drivers, vessels and crews.
 - 2.2. Each Party agrees that in connection with this Agreement, it will not offer, promise or give, directly or indirectly, anything of value to any government official, political party official, political candidate, or employee thereof or to any third party while knowing that such item of value or any portion thereof may be offered, promised, or given to a government official, political party official, political candidate, or employee thereof for the purpose of obtaining or retaining business. Each Party specifically agrees that in connection with this Agreement, it will take no action, or omit to take any action, which would cause another Party to be in violation of the applicable laws of the United States, including the U.S. Foreign Corrupt Practices Act¹ and any local laws regarding bribery and corrupt practices.
 - 2.3. Each Party agrees not to take any action that would cause another Party to be in violation of United States anti-boycott laws² and regulations or to participate or cooperate, directly or

¹ See 15 U.S.C. §78dd-2 (anti-bribery provisions).

² See Export Administration Act of 1979, 50 App. U.S.C. §§2401 *et seq.* (Department of Commerce); 16 U.S.C. §999 (Department of Treasury).



indirectly, in an international boycott in any manner that would result in a tax penalty under United States law.

3. Non-Discrimination:

Both Institutions prohibit discrimination against any member of its community on the basis of *race, color, religion, sex, age, national origin, sexual orientation, disability, or veteran status* in matters of admissions, employment, housing, or services or in the educational programs or activities it operates. Harassment, whether verbal, physical, or visual, that is based on any of these characteristics is a form of discrimination. Both institutions also prohibit sexual harassment of any member of its community. This includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature including sexual assault. Host Institution shall promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment (including sexual assault) at Host Institution or involving employees or agents of Host Institution and take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the Home Institution of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

4. Use of Name and Logo: Neither Party shall use the name or logo of the other Party without the express written permission of the other Party.

5. Budgetary Considerations: Resources for implementation of this Agreement may come from either party, depending upon budgetary availability. Neither party is obligated to expend any resources in connection with this Agreement. No implementation of any portion of this Agreement or commencement of any specific projects may be initiated prior to the written assurance of such budgetary availability to the other party hereto. To the extent any external funding is required by Institution in order to implement this Agreement and funding for such purposes is not appropriated to Institution or is not otherwise available to Institution, Institution shall have no further financial obligations upon such determination. Should either Institution not have funding to carry out any obligations of a particular exchange effort conducted under this Agreement, it shall immediately notify the other Institution of such fact and of such portions of this Agreement that may be deemed terminated or modified with respect to that particular project.

6. Insurance and Safety.

6.1 Chapman University agrees to maintain, at its own cost and expense, general liability insurance in the minimum amount of one million US dollars (\$1,000,000) per occurrence five million US dollars (\$5,000,000) aggregate for personal bodily injury including sexual harassment and molestation, wrongful death, and property damage losses. Evidence of such insurance shall be provided to **University of Amsterdam** upon request.



- 6.2 **University of Amsterdam** agrees to maintain, at its own cost and expense, general liability insurance written by insurers acceptable to the Institution, in the minimum amount of one million US dollars (\$1,000,000) per occurrence, five million US dollars (\$5,000,000) aggregate for personal bodily injury including sexual harassment and molestation, wrongful death, and property damage losses.
- 6.3 With regard to 6.1 and 6.2 above, both parties agree to provide in a form acceptable to the other party, a Certificate of Insurance evidencing the described coverage. Each Certificate of Insurance shall specify that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. By endorsement the Certificate of Insurance must reflect the other party's University, its trustees, officers, employees faculty, and agents, all jointly or severally, as an additional insured as their interest may appear with regard to the activity and/or operations under the subject Agreement.
- 6.4 Both parties agree to employ due diligence in selecting vendors providing services to Institution under this Agreement. Both parties will use their best efforts to secure evidence of insurance substantially similar to the above for all vendors providing services to either party under this Agreement.
7. Confidentiality of Data: Both parties shall implement and maintain reasonable security procedures and practices appropriate to nature of the information, to protect personal information from unauthorized access, destruction, use, modification or disclosure and agrees to conform with the Family Educational Rights and Privacy Act (20 USC §1232g) and California Civil Code Section 1798.81.5.
8. Assignment and Subcontracting: Neither party may assign or transfer this Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of the other party. If the other party consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.
9. Indemnification:
- 9.1. Chapman agrees to indemnify, hold harmless, and defend **University of Amsterdam**, including its agents, employees, officers and directors from and against all loss, damages, or expense (including costs and attorney fees) incurred by or threatened against **University of Amsterdam** arising out of or related to the negligence, willful or criminal misconduct of Chapman, its employees, trustees or officers.
- 9.2. **University of Amsterdam** agrees to indemnify, hold harmless, and defend Chapman, including its employees, officers and trustees from and against all loss, damages, or expenses (including costs and attorney fees) incurred by or threatened against Chapman arising out of or related to the negligence, willful or criminal misconduct of **University of Amsterdam**, its agents, subcontractors, employees, or officers.