

the Stevens' Howe School of Technology Management, as the case may be. These places can be occupied by students from other UvA Faculties and Schools when left unoccupied.

5. The candidates will be students who are completing an undergraduate 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-matriculating visiting students by the host institutions. Candidates shall be selected from among the best students from each institution and must satisfy admission requirements for visiting student status, including language proficiency requirements, of the host institution including:
 - A. Completed application form;
 - B. Official copies of academic transcripts, grade reports, or mark sheets;
 - C. For Non-native English speaking students, a satisfactory TOEFL (Test of English as a Foreign Language) or IELTS (International English Language Testing System) report or the results of another relevant language proficiency examination is required or, in individual cases, approval of such student's fluency following an interview or other process determined by the parties;
 - D. A statement of purpose for participating in the exchange program,; and
 - E. Letter(s) of reference from the home institution's faculty.
7. Participants in the exchange will be required to have completed at least two years (120 ECTS equivalents) of full-time university studies prior to participation in the exchange.
8. Each institution will appoint an individual to act as the coordinator for the exchange.
9. The sending institution will forward the profiles of its candidates to the host institution by February 1st of the application year, and final grades of those students by July 1st of that year for students exchanging for the Fall/Autumn semester and October 1st/November 30th respectively for the Spring semester of the following year.
10. The host institution will notify the successful candidates of their provisional acceptance to the institution by early April for Fall/Autumn exchange, subject to confirmation of satisfactory examination results in June or July; and by mid-December for the Spring semester; 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) of 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 be required to pay certain program-specific fees.
13. Students from University of Amsterdam will be free to choose courses from the full range of courses available in the division to which they have been admitted at Stevens Institute of Technology, 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 Stevens Institute of Technology will be free to choose courses from the full range of courses available in the division to which they have been admitted at the University of Amsterdam, provided that they satisfy the individual course prerequisites, and on the understanding that additional selection procedures may be required for courses with limited enrolment.

Fulfilling the requirements for a course at either institution does not guarantee placement in a course as most courses have a maximum participation limit.
14. At the end of the semester or academic year, the participants in the exchange will be instructed to request the host institution to send to the home institution a report/official transcript of their academic achievement.
15. Students of University of Amsterdam will be guaranteed credit at their home institution for courses taken at Stevens Institute of Technology, 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.
16. Students of Stevens Institute of Technology will be guaranteed credit for their studies at the University of Amsterdam, provided that their courses have received prior approval by the appropriate authorities at Stevens Institute of Technology, and provided that the courses are successfully completed with a minimum grade acceptable to their division at Stevens Institute of Technology.
17. Participants in the exchange are not degree candidates and cannot become degree candidates without applying for admission. Participation in the exchange will not attract preferential status.
18. Each participant in the exchange must have adequate health and accident insurance



- coverage. The institutions shall work together to ensure that each participant has demonstrated such coverage to both institutions prior to departing for an exchange.
19. 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, gender identity or expression, marital status or disability, genetic information, veteran status, or any other basis protected by law. University of Amsterdam and Stevens Institute of Technology will each accept the participants selected by the other party if mutually acceptable academic and/or professional qualifications and standards are met. All participants will be treated in the same non-discriminatory manner in carrying out the provisions of the SLOA, subject to the provisions of the policies and requirements of each of the institutions. Any violation of these principles will be considered grounds for terminating the SLOA.
 20. All personal and living expenses, including without limitation room and board, books and supplies, round-trip international travel and travel while in the host country, health care, immigration and other personal matters not expressly covered by the terms of this Agreement will be the personal responsibility of the exchange participant.
 21. No exchange participant will be employed in any capacity by the host institution unless the parties enter into a separate written agreement with respect to such employment.
 22. Orientation and Conduct
 - (a) Each institution will provide a pre-departure orientation and each host institution will provide a post-arrival orientation to participants in the exchange program to provide guidance on the programs, policies and regulations of the host institution and the laws and customs of the host country.
 - (b) Each participant in the exchange program shall abide by all policies and regulations of the host university that are or shall become effective during the period of such participation.
 - (c) The host institution shall have the right to terminate the participation of any participant in the exchange program, and in any other program, service or benefit of the host institution, at any time if such participant's academic work or behavior is not suitable in the judgment of the host institution. Whenever practicable, termination of participation in the exchange program will not be effected without prior consultation by the host institution with the home institution.
 23. Miscellaneous Provisions
 - (a) Each exchange participant shall comply with the rules, regulations and policies of the host institution and the laws of the host country and local municipalities during the term of



this Agreement, including, without limitation, export control laws and regulations, human subjects research laws, and immigration laws. Violations of any such law or policy may subject exchange participants to expulsion from the host institution or other consequences.

(b) Each exchange participant shall be personally responsible for obtaining any visa and related documents necessary to his or her participation in the exchange program. Each institution shall provide invitation letters and such other regular documentation as is typically required in obtaining a student visa.

(c) Neither party shall use the name or marks of the other in any press materials or web-based or other publication without the prior written permission of the other party; provided that each institution may include the name of the other on any routinely-maintained published list of institutional exchange programs or collaborations during the term of this Agreement.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to principals relating to conflicts of law. The courts of the State of New Jersey and the United States District Court for the New Jersey, and relevant courts of appeal, shall have exclusive jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with this Agreement and, by execution and delivery of this Agreement, the parties to this Agreement submit to the jurisdiction of those courts, including, but not limited to, the in personam jurisdiction of those courts, waive any objection to such jurisdiction on the grounds of venue or forum non conveniens, or the absence of in personam jurisdiction

(e) Each party represents and warrants that, in connection with this Agreement, it has not offered or made any payment or gift to the other party or to any Dutch, U.S. or state or municipal official, or any Dutch or U.S. political party, with the intent of obtaining any influence, action or advantage.

(f) The parties acknowledge and agree that performance of the terms of this Agreement may be delayed or prevented due to causes beyond the control and without the fault or negligence of either party. Such causes may include, but shall not be limited to, the failure of any third person to deliver goods or services to a party, fires, strikes, unavailability of energy, communication lines or resources, delay in transportation, epidemics or other health emergencies, acts of God or of the public enemy or acts of civil or military authority. In the event of any force majeure occurrence, the affected party shall use its reasonable efforts to advise the other party if it is unable to perform and the expected duration of such inability and shall use its reasonable efforts to resume performance as soon as possible.

(g) This Agreement may be executed by the parties hereto in separate counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.



UNIVERSITY OF AMSTERDAM



STEVENS
INSTITUTE OF TECHNOLOGY

24. Implementation of this SLOA is subject to sufficient funding being procured as appropriate by each institution.
25. The parties will review the terms of the SLOA annually to assess the success of the exchange, and will determine whether to continue, modify or discontinue the SLOA. Each party reserves the right to terminate this SLOA upon six months written notice to the other.
26. This SLOA shall take effect when signed by both parties, and will remain in effect for a period of three (3) years. After culmination of these three (3) years the SLOA will be renewed automatically for successive periods equal to the Initial Term, unless either party gives the other at least thirty (30) days written notice of termination before the expiry of the Initial Term or renewed period.

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

Stevens Institute of Technology

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PROVOST AND UNIVERSITY
VICE PRESIDENT

Date: 5/2/2013

University of Amsterdam

5.1, lid 2, e

President

Date: 13 JUNI 2013

**STUDENT EXCHANGE AGREEMENT
BETWEEN THE NEW SCHOOL
AND
UNIVERSITY OF AMSTERDAM**

The New School ("TNS") and University of Amsterdam agree to institute a student exchange program between the two institutions (the "Agreement").

1. The purpose of this Agreement is to promote and enhance educational and cultural opportunities by permitting each institution to send students to study at the other institution (each an "Exchange Student" or collectively, the "Exchange Students").

SELECTION OF PARTICIPANTS

2. Candidates will be selected by their home institution on the basis of individual academic accomplishment, seriousness of purpose, maturity, and appropriateness for study abroad/away at the host institution. The home institution will forward the verified name, academic record and supporting materials for the candidate(s) selected to the host institution at least three (3) months before the start of the semester or summer session. Each institution agrees to accept the recommended candidates. Candidates shall be rejected only after discussion with the home institution.
3. Each institution may send up to 10 Exchange Students each academic year. The intention is for there to be a one-for-one exchange. However, a temporary imbalance may occur. The parties should make every effort to even out the exchange ratio over the following two years. If there is an imbalance, it will be corrected by the institution having sent the larger number of students reducing the number of students sent or the institution having sent the lesser number of students increasing the number of students sent until the balance is restored. No exchange of funds will occur between the two institutions.
4. This exchange program is open to
 - ☒ undergraduate students only
 - ☐ graduate students only
 - ☐ undergraduate and graduate students

Exchange Students may study on exchange for

- ☒ fall semester
- ☒ spring semester
- ☐ summer
- ☐ other [please specify: _____]

Exchange Students may study for

- ☒ a semester
 - ☒ an academic year
 - ☐ other [please specify: _____]
- (the period selected is referred to as the "Exchange Period")



For the purpose of calculating an exchange balance, an Exchange Student whose Exchange Period is an academic year shall be considered equal to two Exchange Students studying for a semester.

Any extension of an Exchange Student's Exchange Period must be approved in advance by each institution in accordance with its extension application procedures. Any extensions will be considered when determining the exchange ratio.

5. The host institution shall provide Exchange Students, in advance, with materials on enrollment and all pre-enrollment requirements (such as proof of immunization) and deadlines. Exchange Students shall be responsible for complying for all such requirements and deadlines. The host institution agrees to assist Exchange Students in obtaining appropriate legal documents, housing accommodations, and other accommodations for the period of study. The host institution will help prepare Exchange Students for the student exchange experience with a detailed and thorough orientation upon arrival at the host institution.

APPLICATION PROCEDURE

6. Applications for Exchange Students shall be prepared by the home institution in consultation with the host institution to ensure that all necessary information is collected for the creation of a student record at the host institution.
7. Each institution will provide to the other institution, sufficiently prior to the Exchange Period, a comprehensive description and listing of the courses available to Exchange Students. In the event that changes are made after this information is transmitted, the institution will provide updated information.
8. The New School contact responsible for all applications and other materials.

Director of Global Programs
The New School
Eugene Lang College Dean's Office
Attn: Lang Study Abroad
65 West 11th Street
New York, NY 10011

University of Amsterdam contact responsible for applications and other materials.

5.1, lid 2, e

University of Amsterdam
Student Services International Student Affairs
Valckenierstraat 59
1018 XE AMSTERDAM
The Netherlands

Each institution shall notify the other institution of any changes to its contact information.

PAYMENTS OF TUITION AND ADDITIONAL FEES

9. Exchange Students will pay tuition to their home institution. The host institution and the home institution must each verify the Exchange Student's payment. The host institution will not charge tuition to Exchange Students. Both institutions shall waive application fees and tuition deposits.
10. Each Exchange Student will be responsible for funding his/her visit, including travel and living expenses. Each Exchange Student will also be responsible for paying directly to the host institution, where applicable, any course, materials or special fees associated with individual courses, as well as any applicable university fees ("Additional Fees"). Both institutions will provide an information sheet to advise Exchange Students in advance of all estimated Additional Fees and expenses arising from their program of study as well as payment deadlines. Additional Fees as well as any other charges incurred (including but not limited to damage costs) by the Exchange Student will be billed directly to the Exchange Student for the amount due, and transcripts may be withheld until the outstanding balance is resolved.
11. In the event that an Exchange Student cancels before the semester begins, such Exchange Student will not be responsible for any Additional Fees, except those fees with specific policies governing refunds, such as housing deposits, that have been previously communicated to the Exchange Student.
12. In the event that an Exchange Student cancels after the semester begins, (a) such Exchange Student will be subject to the refund policy of the home institution with respect to tuition, and (b) such Exchange Student will be subject to the refund policies of the host institution with respect to housing, meal plans and Additional Fees.

HEALTH INSURANCE REQUIREMENT AND FEES

13. All Exchange Students from either institution will be automatically enrolled in the New School student health insurance plan. Each Exchange Student will be responsible for the cost of such insurance. If an Exchange Student has Affordable Care Act-compliant alternative health insurance coverage, the Exchange Student may submit a petition to waive the New School student health insurance plan.

PROGRAM POLICIES

14. Exchange Students must register a full-time course of study and are responsible for ensuring that their program of study at the host institution will satisfactorily meet their home institution's academic requirements.
15. Host institutions will make every reasonable effort to fulfill an Exchange Student's requests for courses and shall identify an academic advisor for each Exchange Student.

16. Exchange Students will be subject to the rules and regulations of the host institution (including those governing attendance and conduct) during their stay. Exchange Students will be treated as full student members of the host institution and will have access to the library, computing and social facilities of the host institution on the same basis as degree-seeking students of the host institution.
17. Exchange Students who are not citizens or equivalent legal status of the host country shall abide by the rules and regulations of the host country as it relates to their student visa and immigration status. Exchange Students will have access to the international student services department to support them in this responsibility.
18. If the host institution determines, in its good faith judgment, that an Exchange Student is involved in an emergency situation, the host institution will promptly notify the home institution, even if the Exchange Student requests the host institution to not do so. In such an event, the host institution will fully cooperate with the home institution to determine what further action, if any, appears to be appropriate in the circumstances. If the home institution cannot be reached, the host institution can take whatever actions, in its good faith judgment, it deems necessary. The host institution may contact the parents of an Exchange Student in urgent, health-related matters.
19. The host institution has the right to expel an Exchange Student from the program for violation of the host institution's rules, without compensation and after consulting with the home institution. Disciplinary action will be taken according to the host institution's student code of conduct. The home institution will be notified of any disciplinary actions/sanctions and may determine how to handle the Exchange Student's case internally.
20. Violations of local laws in the state/country of the host institution may subject the Exchange Student to immediate withdrawal of academic sponsorship and to expulsion by the host institution and may impact their student visa. The home institution will determine how to handle the Exchange Student's case internally.
21. The host institution may contact the home institution for any reason the host institution's administration deems necessary.
22. Each institution agrees to send official transcripts or other appropriate, complete evaluation documents, for each Exchange Student to the home institution within four weeks after the end of the Exchange Period. Upon request of the home institution, the host institution shall provide a translation of the official transcript or evaluation documents into the home institution's language of instruction. Transcripts to TNS shall be sent to University Registrar - Transcripts, The New School, 72 Fifth Avenue, 2nd Floor, New York, NY 10011. Transcripts to the University of Amsterdam shall be sent to Ingeborg de Brieder, University of Amsterdam, Student Services, International Student Affairs, Valckenierstraat 59, 1018 XE, AMSTERDAM, The Netherlands.

To facilitate the transfer of credits between the home institution and host institution, each institution will provide the following:

- (a) Grading Scale: Institutions shall provide their grading rubric with equivalencies to US letter grades. If grades of "Passing" or "P" are issued at



an institution, confirmation must be provided that this equates to a US grade of “C” or better.

- (b) Credit Equivalency: If an institution does not award credits according to American Credit Hours/Carnegie Units or the European Credit Transfer System (ECTS), the institution shall provide a rubric indicating the equivalency of their credits to American Credit Hours/Carnegie Units.
- (c) When possible, institutions shall provide articulation of courses, indicating how specific courses taken at the host institution will transfer to the home institution and identify if transferred courses will meet various degree requirements. The articulation of courses for this Agreement is set forth in the Course Articulation Addendum attached to this Agreement as Appendix A.

COORDINATION AND PROMOTION

- 23. Coordination of this program is provided by the individuals listed in Paragraph 8 above.
- 24. Each institution will publicize and provide information about the opportunity to prospective students. Each institution may promote this program by developing their own promotional materials and may use the name of the other institution in those materials. Each institution may provide the other institution with materials to be used to promote this student exchange program.
- 25. Each institution may place a website link, logo or banner for the other institution on its website in order to promote this student exchange program.

DURATION AND TERMINATION

- 26. This Agreement shall take effect as of the date of signature by the representatives of the two institutions, and shall expire on June 30, 2023. At any time, either party shall have the right to terminate this Agreement provided that notice is given at least ten (10) months prior to the termination date. Termination will not affect exchanges in effect prior to the effective date of termination or the obligations of each party to the exchange balance where such acceptance or obligations arise prior to the date of receipt of the termination notice. Upon expiration or termination of this Agreement, each institution shall (i) cease all use of the other institution’s name and logo, (ii) cease all promotion of this student exchange program, and (iii) remove any promotional materials, website links, logos or banners from its website. With the exception of the obligations listed above, the parties shall have no further obligations to each other.
- 27. Notice to terminate shall be in writing and shall be delivered by overnight courier (i.e., Federal Express) to a party at the address set forth below or such other address as either party may from time to time designate to the other. If to TNS, notice shall be sent to The New School, Attn: Lang Study Abroad, Eugene Lang College Dean’s Office, 65 West 11th Street, New York, NY 10011 with a copy to Office of the General Counsel, The New School, 80 Fifth Avenue, Suite 805, New York, New York 10011, Attn: Chief Legal Officer.

If to UvA, notice shall be sent to The University of Amsterdam, t.a.v. 5.1. lid 2. e
5.1. lid 2. e Head of the Office of International Student Affairs, Valckenierstraat 59,
1018 XE, Amsterdam, The Netherlands.

LEGAL RESPONSIBILITIES

28. It is understood that with regard to all terms of this Agreement, each party is subject to and shall comply with the constitutions and laws of its own country, state, province or prefecture and any other applicable rules and regulations, including the rules and regulations of the institution itself.
29. Each party shall defend, indemnify and hold the other party and its trustees, officers, agents, employees and students harmless from and against all liabilities, claims, losses, lawsuits, judgments and/or expenses, including reasonable attorneys' fees, arising, either directly or indirectly, from any negligent act, failure to act or willful act by such party which may occur during or which arise out of the performance of this Agreement. For purposes of this section, Exchange Students shall be considered students of their home institution. The Liability of each party will be limited to the amount paid out by the insurer for the first year of this agreement. The parties will review this liability responsibility before the end of the first year of this agreement to confirm each party's liability responsibility for the continued exchange of students in future years
30. Each party shall maintain its own liability insurance in amounts deemed appropriate for its operations. Such insurance shall provide coverage for negligent acts, errors, or omissions and provide protection against bodily injury or property damage claims. It is expressly understood that each party shall be solely responsible for its own actions and such insurance shall not extend to protect any other party.

DATA PRIVACY

31. To the extent that this student exchange program may involve the Processing of Personal Data as defined by the European Union General Data Protection Regulation, the parties agree to the terms of the Data Processing Addendum attached to this Agreement as Appendix B.

ADDITIONAL CONDITIONS

32. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York (without reference to New York's conflicts of law principles). The parties consent to venue and personal jurisdiction in the State and Federal courts located in New York County, New York, for the resolution of disputes arising out of this Agreement.
33. This Agreement is intended solely for the benefit of TNS and University of Amsterdam. There is no other intention to create any rights or interest for any party or person other than TNS or University of Amsterdam.
34. This Agreement may only be amended in writing signed by both parties.



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APPENDIX A

The following Course Articulation Addendum shall be added to and become part of the Agreement dated as of [insert date] (the "Agreement") between The New School and University of Amsterdam, each a Party and together the Parties:

Course Articulation Addendum

I. The New School Grading Scale and Details

Reference: <https://www.newschool.edu/registrar/policies-procedures/>. The New School uses a letter grading scale that equates to point values in a student's Grade Point Average (GPA) for all coursework completed.

The New School Grading Key

Letter Grade	Point Value
A (Excellent)	4.0
A - (Very High Quality)	3.7
B + (High Quality)	3.3
B (Very Good)	3.0
B - (Good)	2.7
C + (Above Average)	2.3
C (Average)	2.0
C - (Below Average)	1.7
D (Poor)*	1.0
F (Failure)	0.0

*For undergraduates only

Grades Not Included in GPA:

W = Withdraw (no academic penalty)

I = Temporary Incomplete

N = Permanent Incomplete

P = Pass (credits count toward degree)

U = Unsatisfactory (credits not counted toward degree)

Z = Unofficial Withdrawal

AP = Approved (noncredit certificate)

NA = Not Approved (noncredit certificate)

GM = Grade Not Reported

In courses where a grade of Pass (P) is issued, this grade award is considered equivalent to a U.S. grade of 'C' or better, but a letter grade with point value toward the GPA is not assigned.

II. University of Amsterdam Grading Scale and Details

Grading scheme

UvA Grades	UvA Letter	Grade point	UvA Descriptive grade	Grade point	US Letter ¹	US Letter ²
9.0 - 10.0	A+	9.5	Excellent	9.0	A+	A+
8.5 - 8.9	A	9.0				
8.0 - 8.4	A-	8.5				
7.5 - 7.9	B+	8.0	Good	7.5	B+	B+
7.0 - 7.4	B	7.5				
6.5 - 6.9	B-	7.0				
6.0 - 6.4	C+	6.5	Satisfactory	6.0	C+	C+
5.5 - 5.9	C	6.0				
5.0 - 5.4	C-	5.5				
4.5 - 4.9	D+	5.0	Fail	4.5	D+	D+
4.0 - 4.4	D	4.5				
3.5 - 3.9	D-	4.0				

¹ The given conversion scheme is suggested for broad orientation purposes only. For more information on the Dutch grading culture in comparison to other cultures, please consult www.nuffic.nl

Credit system and marking

A student's workload (both contact hours, and hours spent studying and preparing assignments) is measured in ECTS credits, whereby under Dutch law one credit represents 28 hours of work and 60 credits represents one year of full-time study.

The marking system has been the same for several decades; the scale is from 1 (very poor) to 10 (outstanding).

The lowest pass mark is 6. The mark 9 is seldom awarded, and the highest pass mark 10 is extremely rare.

Decimal values may be used (e.g. 7.8).

APPENDIX B

The following Data Protection Addendum shall be added to and become part of the Agreement dated as of [insert date] (the “Agreement”) between The New School and University of Amsterdam, each a Party and together the Parties:

Data Protection Addendum

This Data Protection Addendum (the “Addendum”) establishes the Parties’ baseline agreement with respect to the processing, transfer and protection of Personal Data under the Agreement. In the event of any inconsistency between this Addendum and any other provision of the Agreement with respect to matters of data processing and data protection only, this Addendum shall control.

1. **Scope, Definitions and Applicable Law.** This Addendum will apply to the extent that either Party receives and possesses personal data from the other Party pursuant to the Agreement (“Personal Data”). Terms used herein that are not otherwise defined, including, without limitation, “personal data,” “controller,” “processing,” and “processor,” shall have the meanings attributed to them in the EU General Data Protection Regulation (“GDPR”) and, if applicable, any other privacy and data protection laws, regulations, and decisions applicable to a Party to this Addendum (“Applicable Data Protection Laws”), including the EU General Data Protection Regulation (“GDPR”).
2. **Roles and Restrictions.** Each Party to this Addendum acts as an independent controller of Personal Data under Applicable Data Protection Laws, and thus each Party individually determines its own purposes and means of Processing of Personal Data in its possession. The Parties are not jointly determining the purposes and means of processing, and are thus not joint controllers in the meaning of Article 26 of GDPR. Each Party is responsible for processing Personal Data in its possession in accordance with the requirements set out in Applicable Data Protection Laws, including GDPR. Nothing in this Section 2 shall modify any restrictions applicable to either Party’s rights to use or otherwise process Personal Data under the Agreement.
3. **Technical and Organizational Measures.** It is the responsibility of each Party to implement technical and organizational measures to ensure an appropriate level of security to Personal Data in its possession in compliance with Applicable Data Protection Laws, including with Article 32, paragraph 1 of GDPR.
4. **Data Transfers between the Parties.** The Party disclosing Personal Data to the other Party is responsible for confirming that such disclosure is permissible under Applicable Data Protection Laws, including GDPR, and in accordance with the provisions of this Addendum.
5. **Data Subject Rights.** Each Party is responsible for fulfilling its obligations to respond to requests for exercising the data subjects’ rights regarding the processing of Personal Data in its possession. Data subjects may exercise their rights under Applicable Data Protection Laws against the Controller that is responsible for the processing that is the subject matter of their respective rights.
6. **Cooperation between Parties.** The Parties will assist each other to the extent reasonably appropriate in complying with requests or complaints of data subjects or data protection supervisory authorities with respect to the Personal Data regarding compliance with the obligations under Applicable Data Protection Laws, including GDPR. The Parties will notify



each other of any data subject requests with respect to the Personal Data that they carry out in accordance with their respective obligations under Articles 16, 17(1) and 18 of GDPR.

7. **Documentation Requirements.** Each Party is responsible for fulfilling all requirements pertaining to Controllers' documentation of compliance under Applicable Data Protection Laws, including with Articles 24 et seq. of GDPR, concerning the Personal Data. Each Party is responsible for maintaining a record of processing activities in accordance with Art. 30 GDPR.
8. **Liability Towards Data Subjects.** Data subjects may exercise their rights under the GDPR against the Controller that is responsible for the processing that is the subject matter of their respective rights.
9. **Data Exports.** Where there are transfers of Personal Data originating from within the European Economic Area ("EEA") and subject to the GDPR to a third country outside the EEA, the Parties acknowledge that steps must be taken to ensure that such data transfers comply with the GDPR. Where a party is established or otherwise will be processing the Personal Data in a country which does not ensure an adequate level of protection within the meaning of the GDPR, the Parties will legitimize such transfer by agreeing to enter into, without modification, the Controller to Controller Standard Contractual Clauses 2004 (Set II) ("C2C SCCs") set out by the EU Commission Decision 2004/915/EC, the terms of which are hereby incorporated into this Agreement. (See <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32004D0915>.) For purposes of the C2C SCCs, the following additional provisions shall also apply: (a) The New School is the data importer, and University of Amsterdam is the data exporter; (b) to the extent the terms of the C2C SCCs conflict with the other Terms of the Agreement, the terms of the C2C SCCs will control; (c) the names and addresses of The New School and University of Amsterdam shall be considered to be incorporated into the C2C SCCs; and (d) the Parties' signature to the Agreement shall be considered as signature to the C2C SCCs.

ANNEX

'SET II

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

Data transfer agreement

between

University of Amsterdam

(name)

Spui 21, 1012 WX, Amsterdam, The Netherlands

(address and country of establishment)

hereinafter "data exporter")

and

The New School

(name)

66 West 12th Street, New York, NY 10011, USA

(address and country of establishment)

hereinafter "data importer"

each a "party"; together "the parties".

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.

1. 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 so 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.

(e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

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) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.

(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 and the authority 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) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

(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 exporter is established, or

(ii) the relevant provisions⁽¹⁾ of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data⁽²⁾, or

(iii) the data processing principles set forth in Annex A.

(iii) the data processing principles

Data importer to indicate which option it selects: set forth in Annex A

Initials of data importer:

5.1, lid 2, e

(i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

(ii) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or

(iii) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or

(iv) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or

(v) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

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 except 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).

⁽¹⁾ "Relevant provisions" means those provisions of any authorisation or decision except for the enforcement provisions of any authorisation or decision (which shall be governed by these clauses).

⁽²⁾ However, the provisions of Annex A.3 concerning rights of access, rectification, deletion and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected.

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(f), which shall apply only if so selected by the data importer under that clause.

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 additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated: _____

FOR DATA IMPORTER

19 DEC

FOR DATA EXPORTER

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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: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
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: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.
8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
 - (a) (i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and
 - (ii) (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties,or
 - (b) where otherwise provided by the law of the data exporter.

ANNEX B
DESCRIPTION OF THE TRANSFER
(To be completed by the parties)

Data subjects

The personal data transferred concern the following categories of data subjects:

Purposes of the transfer(s)

The transfer is made for the following purposes:

Categories of data

The personal data transferred concern the following categories of data:

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Sensitive data (if appropriate)

The personal data transferred concern the following categories of sensitive data:

Data protection registration information of data exporter (where applicable)**Additional useful information (storage limits and other relevant information)****Contact points for data protection enquiries****Data importer****Data exporter**



**FIRST AMENDMENT TO THE STUDENT EXCHANGE AGREEMENT
BETWEEN THE NEW SCHOOL AND
UNIVERSITY OF AMSTERDAM**

This First Amendment dated as of April 14, 2021 (the “First Amendment”) amends the Student Exchange Agreement between The New School and the University of Amsterdam. The New School and the University of Amsterdam may each be referred to as a “party” or collectively, the “parties.”

The New School and the University of Amsterdam entered into a Student Exchange Agreement dated December 19, 2019 (the “Existing Agreement”);

The parties wish to modify Paragraphs 29, 30, and 32 of the Existing Agreement relating to liability and insurance and jurisdiction of legal action;

The parties now agree as follows:

1. All capitalized terms used in this First Amendment shall have the same meaning as defined in the Existing Agreement. All references to “Agreement” in the Existing Agreement shall refer to the Existing Agreement as amended by this First Amendment.

2. Paragraph 29 of the Agreement is deleted and replaced with the following:

Each party shall defend, indemnify and hold the other party and its trustees, officers, agents, employees and students harmless from and against all liabilities, claims, losses, lawsuits, judgments and/or expenses, including reasonable attorneys’ fees, arising, either directly or indirectly, from any negligent act, failure to act or willful act by such party which may occur during or which arise out of the performance of this Agreement. For purposes of this section, Exchange Students shall be considered students of their home institution. The liability of each party will be limited to the amount paid out by its insurer, except in the case of intent or gross negligence.

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 party was advised or had reason to know of the possibility of incurring such damages in advance, except in the case of intent or gross negligence.

3. Paragraph 30 of the Agreement is deleted and replaced with the following:

Each party shall, at its own cost, purchase and maintain a minimum of an equivalent of US \$2 million general liability insurance throughout the term of this Agreement to cover its obligations under this Agreement. Such insurance shall provide coverage for negligent acts, errors, or omissions, and provide protection against bodily injury or property damage claims. 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. It is expressly understood that each party shall be solely responsible for its own actions and such insurance shall not extend to protect any other party.



UNIVERSITY OF AMSTERDAM



4. Paragraph 32 of the Agreement is deleted and replaced with the following:

In the event of a dispute between the parties, the University of Amsterdam agrees to bring any action against The New School exclusively in the state or federal courts in New York County, New York, and The New School agrees to bring any action against the University of Amsterdam exclusively in the court of Amsterdam in The Netherlands. For actions brought by the University of Amsterdam in the state or federal courts in New York County, New York, the laws of the United States and New York shall apply. For actions brought by The New School in the court of Amsterdam in The Netherlands, the laws of The Netherlands and Amsterdam shall apply.

5. This First Amendment shall supplement the terms and conditions of the Agreement. All terms and conditions of the Agreement not addressed or modified herein shall remain in full force and effect.
6. This Agreement, as amended by this First Amendment, constitutes the entire agreement of the Parties regarding its subject matter and supersedes and replaces any prior arrangement, understanding or statement between the parties, whether written or oral regarding the subject matter.

THE NEW SCHOOL

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Name

Title Deputy Provost

Date 8/4/2021

UNIVERSITY OF AMSTERDAM

5.1, lid 2, e

President

Date 28 June 2021

**STUDENT EXCHANGE AGREEMENT
BETWEEN THE NEW SCHOOL
AND
UNIVERSITY OF AMSTERDAM**
(each an **Institution** and together, the **Institutions**)

The New School (“TNS”) and University of Amsterdam (“UvA”), The Netherlands agree to institute a student exchange program between the two Institutions (the “Agreement”).

1. The purpose of this Agreement is to promote and enhance educational and cultural opportunities by permitting each Institution to send students to study at the other Institution (each an “Exchange Student” or collectively, the “Exchange Students”).

Definitions

“Candidates” means registered students at the Home or Host University, prior to acceptance at the Host University;

“Home Institution” means, in respect of a specific Exchange candidate, the Party providing the Exchange candidate;

“Host Institution” means, in respect of a specific Exchange candidate, the Party accepting the Exchange candidate;

“Party” means a Party to this Agreement, Parties has a corresponding meaning;

SELECTION OF PARTICIPANTS

2. Candidates will be selected by their Home Institution on the basis of individual academic accomplishment, seriousness of purpose, maturity, and appropriateness for study abroad/away at the Host Institution. The Home Institution will forward the verified name, academic record and supporting materials for the candidate(s) selected to the Host Institution at least **three (3)** months before the start of the semester or summer session. Each Institution agrees to accept the recommended candidates. Candidates shall be rejected only after discussion with the Home Institution.
3. The Candidates will be selected by the Home University without regard to race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity, marital status or physical handicap. The Parties will each accept the Candidates selected by the other Party if mutually acceptable academic and/or professional qualifications and standards are met. All Candidates will be treated in the same non-discriminatory manner in carrying out the provisions of this Agreement, subject to the provisions of the policies and requirements of each of the Parties. Any violation of these principles will be considered grounds for terminating this Agreement.
3. Each Institution may send up to **five (5)** Exchange Students each academic year (or **ten (10)** semester equivalent). The intention is for there to be a one-for-one exchange. However, a temporary imbalance may occur. The parties should make every effort to even out the exchange ratio over the following two years. If there is an imbalance, it

will be corrected by the Institution having sent the larger number of students reducing the number of students sent or the Institution having sent the lesser number of students increasing the number of students sent until the balance is restored. No exchange of funds will occur between the two Institutions.

4. This exchange program is open to
 ☒ undergraduate students only

Exchange Students may study on exchange for

☒ fall semester
 ☒ spring semester

Exchange Students may study for

☒ a semester
 ☒ a year

(the period selected is referred to as the "Exchange Period")

Any extension of an Exchange Student's Exchange Period must be approved in advance by each Institution in accordance with its extension application procedures. Any extensions will be considered when determining the exchange ratio.

5. The Host Institution shall provide Exchange Students, in advance, with materials on enrollment and all pre-enrollment requirements (such as proof of immunization) and deadlines. Exchange Students shall be responsible for complying with all such requirements and deadlines. The Host Institution agrees to assist Exchange Students in obtaining appropriate legal documents, housing accommodations, and other accommodations for the period of study. The Host Institution will help prepare Exchange Students for the student exchange experience with a detailed and thorough orientation upon arrival at the Host Institution.

APPLICATION PROCEDURE

6. Applications for Exchange Students shall be prepared by the Home Institution in consultation with the Host Institution to ensure that all necessary information is collected for the creation of a student record at the Host Institution.
7. Each Institution will provide to the other Institution, sufficiently prior to the Exchange Period, a comprehensive description and listing of the courses available to Exchange Students. In the event that changes are made after this information is transmitted, the Institution will provide updated information.
8. The New School contact responsible for all applications and other materials.

The New School
Education Abroad and Global Engagement
72 Fifth Avenue, 3rd Floor

New York, NY 10011

University of Amsterdam contact responsible for applications and other materials.

University of Amsterdam
Student Services and International Student Affairs
Valckenierstraat 59
1018 XE Amsterdam
The Netherlands

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Each Institution shall notify the other Institution of any changes to its contact information.

PAYMENTS OF TUITION AND ADDITIONAL FEES

9. Exchange Students will pay tuition to their home Institution. The Host Institution and the Home Institution must each verify the Exchange Student's payment. The Host Institution will not charge tuition to Exchange Students. Both Institutions shall waive application fees and tuition deposits.
10. Each Exchange Student will be responsible for funding his/her visit, including travel and living expenses. Each Exchange Student will also be responsible for paying directly to the Host Institution, where applicable, any course, materials or special fees associated with individual courses, as well as any applicable university fees ("Additional Fees"). Both Institutions will provide an information sheet to advise Exchange Students in advance of all estimated Additional Fees and expenses arising from their program of study as well as payment deadlines. Additional Fees as well as any other charges incurred (including but not limited to damage costs) by the Exchange Student will be billed directly to the Exchange Student for the amount due, and transcripts may be withheld until the outstanding balance is resolved.
11. In the event that an Exchange Student cancels before the semester begins, such Exchange Student will not be responsible for any Additional Fees, except those fees with specific policies governing refunds, such as housing deposits, that have been previously communicated to the Exchange Student.
12. In the event that an Exchange Student cancels after the semester begins, (a) such Exchange Student will be subject to the refund policy of the Home Institution with respect to tuition, and (b) such Exchange Student will be subject to the refund policies of the Host Institution with respect to housing, meal plans and Additional Fees.

HEALTH INSURANCE REQUIREMENT AND FEES

13. All Exchange Students from either Institution will be automatically enrolled in the New School student health insurance plan. Each Exchange Student will be responsible for the cost of such insurance. If an Exchange Student has alternative health insurance coverage, the Exchange Student may submit a petition to waive the New School student health insurance plan.

If Parsons Paris is the Exchange Student's host campus and the Exchange Student's Home Institution is not TNS, the Exchange Student shall not be subject to the above requirement.

PROGRAM POLICIES

14. Exchange Students must register a full-time course of study and are responsible for ensuring that their program of study at the Host Institution will satisfactorily meet their Home Institution's academic requirements.
15. Host Institutions will make every reasonable effort to fulfill an Exchange Student's requests for courses and shall identify an academic advisor for each Exchange Student.
16. Exchange Students will be subject to the rules and regulations of the Host Institution (including those governing attendance and conduct) during their stay. Exchange Students will be treated as full student members of the Host Institution and will have access to the library, computing and social facilities of the Host Institution on the same basis as degree-seeking students of the Host Institution.
17. Exchange Students who are not citizens or equivalent legal status of the host country shall abide by the rules and regulations of the host country as it relates to their student visa and immigration status. Exchange Students will have access to the international student services department to support them in this responsibility.
18. If the Host Institution determines, in its good faith judgment, that an Exchange Student is involved in an emergency situation, the Host Institution will promptly notify the Home Institution, even if the Exchange Student requests the Host Institution to not do so. In such an event, the Host Institution will fully cooperate with the Home Institution to determine what further action, if any, appears to be appropriate in the circumstances. If the Home Institution cannot be reached, the Host Institution can take whatever actions, in its good faith judgment, it deems necessary. The Host Institution may contact the parents of an Exchange Student in urgent, health-related matters.
19. The Host Institution has the right to expel an Exchange Student from the program for violation of the Host Institution's rules, without compensation and after consulting with the Home Institution. Disciplinary action will be taken according to the Host Institution's student code of conduct. The Home Institution will be notified of any

disciplinary actions/sanctions and may determine how to handle the Exchange Student's case internally.

20. Violations of local laws in the state/country of the Host Institution may subject the Exchange Student to immediate withdrawal of academic sponsorship and to expulsion by the Host Institution and may impact their student visa. The Home Institution will determine how to handle the Exchange Student's case internally.
21. The Host Institution may contact the Home Institution for any reason the Host Institution's administration deems necessary.
22. Each Institution agrees to send official transcripts or other appropriate, complete evaluation documents, for each Exchange Student to the Home Institution within **6 (six)** weeks after the end of the Exchange Period. Upon request of the Home Institution, the Host Institution shall provide a translation of the official transcript or evaluation documents into the Home Institution's language of instruction. Transcripts to TNS shall be sent to University Registrar - Transcripts, The New School, 72 Fifth Avenue, 2nd Floor, New York, NY 10011; 5.1, lid 2, i Transcripts to University of Amsterdam shall be sent to University of Amsterdam, Student Services, International Student Affairs, Valckenierstraat 59 – P.O Box 15832, 1001 NH, AMSTERDAM, The Netherlands.

To facilitate the transfer of credits between the Home Institution and Host Institution, each Institution will provide the following:

- (a) Grading Scale: Institutions shall provide their grading rubric with equivalencies to US letter grades. If grades of "Passing" or "P" are issued at an Institution, confirmation must be provided that this equates to a US grade of "C" or better at the undergraduate level or to a US grade of "B" or better at the graduate level.
- (b) Credit Equivalency: If an Institution does not award credits according to American Credit Hours/Carnegie Units or the European Credit Transfer System (ECTS), the Institution shall provide a rubric indicating the equivalency of their credits to American Credit Hours/Carnegie Units.
- (c) When possible, Institutions shall provide articulation of courses, indicating how specific courses taken at the Host Institution will transfer to the Home Institution and identify if transferred courses will meet various degree requirements. The articulation of courses for this Agreement is set forth in the Course Articulation Addendum attached to this Agreement as Appendix C.

COORDINATION AND PROMOTION

23. Coordination of this program is provided by the individuals listed in Paragraph 8 above.
24. Each Institution will publicize and provide information about the opportunity to prospective students. Each Institution may promote this program by developing their

own promotional materials and may use the name of the other Institution in those materials. Each Institution may provide the other Institution with materials to be used to promote this student exchange program.

25. Each Institution may place a website link, logo or banner for the other Institution on its website in order to promote this student exchange program.

DURATION AND TERMINATION

26. This Agreement shall take effect as of the date of signature by the representatives of the two Institutions, and shall expire on June 30, 2028. At any time, either Party shall have the right to terminate this Agreement provided that notice is given at least **six (6)** months prior to the termination date. Termination will not affect exchanges in effect prior to the effective date of termination or the obligations of each Party to the exchange balance where such acceptance or obligations arise prior to the date of receipt of the termination notice. (For example, if notice is given on January 1, the exchange program shall continue through the Spring semester. There will be no students exchanged for the Fall semester.) Upon expiration or termination of this Agreement, each Institution shall (i) cease all use of the other Institution's name and logo, (ii) cease all promotion of this student exchange program, and (iii) remove any promotional materials, website links, logos or banners from its website. With the exception of the obligations listed above, the parties shall have no further obligations to each other.
27. Notice to terminate shall be in writing and shall be delivered by overnight courier (i.e., Federal Express) to a Party at the address set forth below or such other address as either Party may from time to time designate to the other. If to TNS, notice shall be sent to the Office of the General Counsel, The New School, 66 W. 12th St, New York, New York 10011.

LEGAL RESPONSIBILITIES

28. It is understood that with regard to all terms of this Agreement, each is subject to and shall comply with the constitutions and laws of its own country, state, province or prefecture and any other applicable rules and regulations, including the rules and regulations of the institution itself.
29. Each party shall defend, indemnify and hold the other party and its trustees, officers, agents, employees and students harmless from and against all liabilities, claims, losses, lawsuits, judgments and/or expenses, including reasonable attorneys' fees, arising, either directly or indirectly, from any negligent act, failure to act or willful act by such party which may occur during or which arise out of the performance of this Agreement. For purposes of this section, Exchange Students shall

be considered students of their home institution. The liability and indemnification of each party will be limited to the amount paid out by its insurer, with a maximum of € 100.000, - except in the case of intent or gross negligence.

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 party was advised or had reason to know of the possibility of incurring such damages in advance, except in the case of intent or gross negligence.

30. . Each party shall, at its own cost, purchase and maintain a minimum of an equivalent of US \$2 million general liability insurance throughout the term of this Agreement to cover its obligations under this Agreement. Such insurance shall provide coverage for negligent acts, errors, or omissions, and provide protection against bodily injury or property damage claims. 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. It is expressly understood that each party shall be solely responsible for its own actions and such insurance shall not extend to protect any other party.

DATA PRIVACY

31. To the extent that this student exchange program may involve the Processing of Personal Data as defined by the European Union General Data Protection Regulation, the parties agree to the terms of the Data Processing Addendum attached to this Agreement as Appendix A.

ADDITIONAL CONDITIONS

32. If a dispute arises between the Parties relating to or arising under this agreement, the Parties must use all reasonable endeavours to settle the dispute expeditiously. If a Party gives notice of a dispute, each Party must nominate a senior representative with appropriate authority to negotiate on behalf of the Party to settle the dispute. If the dispute is not resolved within 60 business days after receipt of the notice, the University of Amsterdam agrees to bring any action against The New School exclusively in the state or federal courts in New York County, New York, and The New School agrees to bring any action against the University of Amsterdam exclusively in the court of Amsterdam in The Netherlands. For actions brought by the University of Amsterdam in the state or federal courts in New York County, New York, the laws of the United States and New York shall apply. For actions brought by

The New School in the court of Amsterdam in The Netherlands, the laws of The Netherlands and Amsterdam shall apply.

Notwithstanding the aforementioned, and only for matters concerning disputes concerning personal data, the competent court and applicable law will be of the Member state of the EER where the controller or processor has an establishment. Alternatively, such proceedings may be brought before the courts of the member state where the data subject has his or her habitual residence.

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, strikes or other labour problems, computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. In case of a natural or man-made disaster the Parties will help each other to take all the necessary, reasonable and fair measures for the students.

Parties are independent Parties. Nothing contained in this Agreement shall be deemed or construed as creating the relationship of employer/employee, principal and agent, partnership or a joint venture relationship between the Parties.

33. This Agreement is intended solely for the benefit of TNS and University of Amsterdam. There is no other intention to create any rights or interest for any party or person other than TNS or University of Amsterdam.
34. This Agreement may only be amended in writing signed by both parties.

THE NEW SCHOOL

5.1, lid 2, e

Interim Vice Provost
Enrollment Management and
Strategic Partnerships
Date 7/6/2023

University of Amsterdam

5.1, lid 2, e

Rector Magnificus

Date: 28 July 2023

APPENDIX A

The following Data Protection Addendum shall be added to and become part of the Agreement (the “Agreement”) between The New School and University of Amsterdam, each a Party and together the Parties:

Data Protection Addendum

This Data Protection Addendum (the "**Addendum**") establishes the Parties' baseline agreement with respect to the processing, transfer and protection of Personal Data under the Agreement. In the event of any inconsistency between this Addendum and any other provision of the Agreement with respect to matters of data processing and data protection only, this Addendum shall control.

1. Scope, Definitions and Applicable Law. This Addendum will apply to the extent that either Party receives and possesses personal data from the other Party pursuant to the Agreement (“Personal Data”). Terms used herein that are not otherwise defined, including, without limitation, “personal data,” “controller,” “processing,” and “processor,” shall have the meanings attributed to them in the EU General Data Protection Regulation (“GDPR”) and, if applicable, any other privacy and data protection laws, regulations, and decisions applicable to a Party to this Addendum (“Applicable Data Protection Laws”), including the EU General Data Protection Regulation (“GDPR”).

2. Roles and Restrictions. Each Party to this Addendum acts as an independent controller of Personal Data under Applicable Data Protection Laws, and thus each Party individually determines its own purposes and means of Processing of Personal Data in its possession. The Parties are not jointly determining the purposes and means of processing, and are thus not joint controllers in the meaning of Article 26 of GDPR. Each Party is responsible for processing Personal Data in its possession in accordance with the requirements set out in Applicable Data Protection Laws, including GDPR. Nothing in this Section 2 shall modify any restrictions applicable to either Party's rights to use or otherwise process Personal Data under the Agreement.

3. Data Transfers between the Parties. The Party disclosing Personal Data to the other Party is responsible for confirming that such disclosure is permissible under Applicable Data Protection Laws, including GDPR, and in accordance with the provisions of this Addendum.

4. Data Subject Rights. Each Party is responsible for fulfilling its obligations to respond to requests for exercising the data subjects' rights regarding the processing of Personal Data in its possession. Data subjects may exercise their rights under Applicable Data Protection Laws against the Controller that is responsible for the processing that is the subject matter of their respective rights.

5. Cooperation between Parties. The Parties will assist each other to the extent reasonably appropriate in complying with requests or complaints of data subjects or data protection supervisory authorities with respect to the Personal Data regarding compliance with the obligations under Applicable Data Protection Laws, including GDPR. The Parties will notify each other of any data subject requests with respect to the Personal Data that they carry out in accordance with their respective obligations under Articles 16, 17(1) and 18 of GDPR.

6. Documentation Requirements. Each Party is responsible for fulfilling all requirements pertaining to Controllers' documentation of compliance under Applicable Data Protection Laws, including with Articles 24 et seq. of GDPR, concerning the Personal Data. Each Party is responsible for maintaining a record of processing activities in accordance with Art. 30 GDPR.

7. Liability Towards Data Subjects. Data subjects may exercise their rights under the GDPR against the Controller that is responsible for the processing that is the subject matter of their respective rights.

8. Data Exports. Where there are transfers of Personal Data originating from within the European Economic Area ("EEA") and subject to the GDPR to a third country outside the EEA, the Parties acknowledge that steps must be taken to ensure that such data transfers comply with the GDPR. Where a party is established or otherwise will be processing the Personal Data in a country which does not ensure an adequate level of protection within the meaning of the GDPR, the Parties will legitimize such transfer by agreeing to enter into, without modification, the Standard Contractual Clauses ("SCCs") set out by the EU Commission Decision - 2021/914 of 4 June 2021, the terms of which are set forth below and hereby incorporated into this Agreement. (See https://eur-lex.europa.eu/eli/dec_impl/2021/914/.) For purposes of the SCCs, the following additional provisions shall also apply: (a) The New School is the data importer, and University of Amsterdam is the data exporter; (b) to the extent the terms of the SCCs conflict with the other Terms of the Agreement, the terms of the SCCs will control; and (c) the names and addresses of The New School and University of Amsterdam shall be considered to be incorporated into the SCCs.

9. The following information required by the SCCs are completed as follows:

A. Module One (Controller to Controller) of the SCCs shall apply as to the type of data processing relationship between the Parties.

B. In Clause 17 (Option 1), the SCCs will be governed by that of the Member State in which the data subject whose personal data are transferred under these Clauses are located;

C. In Clause 18(b), disputes will be resolved before the courts of that of the Member State in which the data subject whose personal data are transferred under these Clauses are located;

D. The following information is required by Annex I of the EU SCCs:

a. Contact Points for Data Protection Enquiries, as required by Annex I, Section A of the SCCs:

Data importer

The New School
Information Security
Legal Services and Office of
the Chief Compliance Officer
Attn: [REDACTED]
71 Fifth Avenue – 9th Floor
[REDACTED]
[REDACTED]

Data exporter

University of Amsterdam Office of
Spui 21
1012 WX Amsterdam
The Netherlands
[REDACTED]

b. DESCRIPTION OF THE TRANSFER, as required by Annex I Section B of the SCCs:

i. Data subjects. The personal data transferred concern the following categories of data subjects: Students applying to study and students currently studying at either the host

or Home Institutions named in the exchange Agreement.

ii. Purposes of the transfer(s). The transfer is made for the purposes of facilitating an exchange of students for study at the host or Home Institutions named in the exchange Agreement and to support the students' successful participation in and completion of the exchange program set forth in the exchange Agreement.

iii. Categories of Data. The personal data transferred concern the following categories of data: student's name, email-address, area of studies, and period of stay.

iv. Recipients. The personal data transferred may be disclosed only to the following recipients or categories of recipients: Staff of the host or Home Institutions named in the exchange agreement who are involved in administration of the exchange program or involved in supporting the students' academic and personal success in the exchange program; law enforcement agencies, courts, regulators, government or authorities with whom the host or Home Institutions believe it is necessary to share data in order to comply with a legal or regulatory obligation, or otherwise to protect the institutions' rights or the rights of any third party; emergency service providers; and family members and emergency contacts of the exchange student in case of a health emergency situation. At all events personal data will only be disclosed in accordance with the regulations of the SSC, in particular Clauses 8 and 15.

v. Sensitive Data. The personal data transferred shall not include data concerning health

vi. Frequency of Transfer and Data Restrictions. Data transfers shall occur in single frequency per data subject for administration of the exchange program and as needed in the cyclical operation of the exchange program from one Exchange Study Period to the next. For example, personal student data transferred for the purposes of exchange student admissions for a Fall program study period shall occur in a single frequency for that student. In the following Spring program study period, similar data transfer may occur for a new exchange student being admitted for the Spring program study period. All data transfers from the data exporter to the data importer shall occur under the safeguards and restrictions detailed in The New School's Privacy Data Protection policies (<https://ispo.newschool.edu/policies/privacy-data-protection/>) and Information Security policies (<https://ispo.newschool.edu/policies/information-security/>).

vii. Data retention. Personal data is retained in accordance with Art. 5, Para. 1, lit. e of the GDPR and (concerning the data processing by the data importer) in accordance with the data retention schedule set forth in The New School's Institutional Policies & Procedures Manual.

c. COMPETENT SUPERVISORY AUTHORITY, The Dutch Data Protection Authority (DPA)

Technical and Organizational Measures. It is the responsibility of each Party to implement technical and organizational measures to ensure an appropriate level of security to Personal Data in its possession in compliance with Applicable Data Protection Laws, including with Article 32, paragraph 1 of GDPR.

Data importer. The technical and organization measures are set forth in this Data Processing Addendum and in The New School's Privacy and Data Protection Policy (<https://ispo.newschool.edu/policies/privacy-data-protection/>) and Information Security Policy (<https://ispo.newschool.edu/policies/information-security/>).

[STANDARD CONTRACTUAL CLAUSES FOLLOW]

Standard Contractual Clauses for the Transfer of Personal Data to Third Countries Pursuant to Regulation (EU) 2016/679

These Standard Contractual Clauses (the "SCCs" or "Clauses") are hereby incorporated into the STUDENT EXCHANGE AGREEMENT (the "Agreement") between **The New School**, a not-for-profit educational institution, with a location at 66 West 12th Street, New York, New York 10011 and University of Amsterdam, an educational institution, with a principal place of business at University of Amsterdam Valckenierstraat 59, 1018 XE Amsterdam, The Netherlands, as of the Effective Date indicated in Annex I. **The New School** and University of Amsterdam are hereinafter referred to individually as a "Party" and collectively as the "Parties" to these SCCs.

These SCCs combine general clauses with a modular approach to cater for various data transfer scenarios. In addition to the general clauses, controllers and processors should select the module applicable to their type of data processing relationship ("Situation") by providing a check mark (☐) next to Module One, Module Two, Module Three, or Module Four, so as to tailor their obligations under these SCCs to their roles and responsibilities in relation to the data processing involved under the Agreement. The clauses with a heading for one or more Situation apply only to the relationship noted in the heading. The general clauses do not have a Situation heading and apply to all data processing relationships.

Situation (check one)

Processing Type of Data Processing Relationship Roles and Responsibilities in Data

☐ **MODULE ONE:** Transfer controller to controller **The New School** as controller and University of Amsterdam as controller

SECTION I

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) (1) 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.

Clause 2

Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
 - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - (ii) Clause 8 – Module One: Clause 8.5 (e) and Clause 8.9(b);
 - (iii) not applicable
 - (iv) Clause 12(a) and (d);
 - (v) Clause 13;
 - (vi) Clause 15.1(c), (d) and (e);
 - (vii) Clause 16(e);
 - (viii) Clause 18(a) and (b);.

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5 Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6 Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

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.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8 Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B. It may only process the personal data for another purpose:

- (i) where it has obtained the data subject's prior consent;
- (ii) where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iii) where necessary in order to protect the vital interests of the data subject or of another natural person.

8.2 Transparency

(a) In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:

- (i) of its identity and contact details;
- (ii) of the categories of personal data processed;
- (iii) of the right to obtain a copy of these Clauses;

- (iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.
- (b) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.
- (c) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.
- (d) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.3 Accuracy and data minimisation

- (a) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.
- (b) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.
- (c) The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

8.4 Storage limitation

The data importer shall retain the personal data for no longer than necessary for the purpose(s) for which it is processed. It shall put in place appropriate technical or organisational measures to ensure compliance with this obligation, including erasure or anonymisation (2) of the data and all back-ups at the end of the retention period.

8.5 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the personal data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter 'personal data breach'). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.
- (b) The Parties have agreed on the technical and organisational measures set out in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

- (c) The data importer shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (d) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.
- (e) In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the data importer shall without undue delay notify both the data exporter and the competent supervisory authority pursuant to Clause 13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.
- (f) In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data exporter, together with the information referred to in paragraph (e), points ii) to iv), unless the data importer has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case, the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.
- (g) The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

8.6 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences (hereinafter 'sensitive data'), the data importer shall apply specific restrictions and/or additional safeguards adapted to the specific nature of the data and the risks involved. This may include restricting the personnel permitted to access the personal data, additional security measures (such as pseudonymisation) and/or additional restrictions with respect to further disclosure.

8.7 Onward transfers

The data importer shall not disclose the personal data to a third party located outside the European Union (3) (in the same country as the data importer or in another third country, hereinafter 'onward transfer') unless the third party is or agrees to be bound by these Clauses, under the appropriate Module. Otherwise, an onward transfer by the data importer may only take place if:

- (i) it is to a country benefiting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question;
- (iii) the third party enters into a binding instrument with the data importer ensuring the same level of data protection as under these Clauses, and the data importer provides a copy of

these safeguards to the data exporter;

(iv) it is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;

(v) it is necessary in order to protect the vital interests of the data subject or of another natural person; or

(vi) where none of the other conditions apply, the data importer has obtained the explicit consent of the data subject for an onward transfer in a specific situation, after having informed him/her of its purpose(s), the identity of the recipient and the possible risks of such transfer to him/her due to the lack of appropriate data protection safeguards. In this case, the data importer shall inform the data exporter and, at the request of the latter, shall transmit to it a copy of the information provided to the data subject.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.8 Processing under the authority of the data importer

The data importer shall ensure that any person acting under its authority, including a processor, processes the data only on its instructions.

8.9 Documentation and compliance

(a) Each Party shall be able to demonstrate compliance with its obligations under these Clauses. In particular, the data importer shall keep appropriate documentation of the processing activities carried out under its responsibility. (b) The data importer shall make such documentation available to the competent supervisory authority on request.

Clause 9

Use of sub-processors not applicable

Clause 10

Data subject rights

Transfer controller to controller

(a) The data importer, where relevant with the assistance of the data exporter, shall deal with any enquiries and requests it receives from a data subject relating to the processing of his/her personal data and the exercise of his/her rights under these Clauses without undue delay and at the latest within one month of the receipt of the enquiry or request. (10) The data importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.

(b) In particular, upon request by the data subject the data importer shall, free of charge:

(i) provide confirmation to the data subject as to whether personal data concerning him/her is being processed and, where this is the case, a copy of the data relating to him/her and the information in Annex I; if personal data has been or will be onward transferred, provide information on recipients or categories of recipients (as appropriate with a view to providing meaningful information) to which the personal data has been or will be onward transferred, the purpose of such onward transfers and their ground pursuant to Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 12(c)(i);

(ii) rectify inaccurate or incomplete data concerning the data subject;

- (iii) erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party beneficiary rights, or if the data subject withdraws the consent on which the processing is based.
- (c) Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.
- (d) The data importer shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter 'automated decision'), which would produce legal effects concerning the data subject or similarly significantly affect him/her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lay down suitable measures to safeguard the data subject's rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:
 - (i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and (ii) implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view and obtain review by a human being.
- (e) Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the request or refuse to act on the request.
- (f) The data importer may refuse a data subject's request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.
- (g) If the data importer intends to refuse a data subject's request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

Clause 11

Redress

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
 - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her

substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

Transfer controller to controller

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.
- (c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- (e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

Clause 13

Supervision

Transfer controller to controller

- (a) [Where the data exporter is established in an EU Member State:] The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.
- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679,

are not in contradiction with these Clauses.

- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
 - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards (12);
 - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a). [For Module Three: The data exporter shall forward the notification to the controller.]
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation [for Module Three: if appropriate in consultation with the controller]. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by [for Module Three: the controller or] the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - (i) receives a legally binding request from a public authority, including judicial authorities,

under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

- (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

[For Module Three: The data exporter shall forward the notification to the controller.]

- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.). [For Module Three: The data exporter shall forward the information to the controller.]
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request. [For Module Three: The data exporter shall make the assessment available to the controller.]
- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension; (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority [for Module Three: and the controller] of such non compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.
- (d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data.] [For Module Four: Personal data collected by the data exporter in the EU that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall immediately be deleted in its entirety, including any copy thereof.] The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third- party beneficiary rights. The Parties agree that this shall be the law of The Netherlands.

Clause 18

Choice of forum and jurisdiction

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of The Netherlands.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

EXPLANATORY NOTE:

APPENDIX B

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. LIST OF PARTIES

Data exporter(s): [Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]

Name: As set forth in the Data Processing Addendum. [DPA PAR. 9]

Address: As set forth in the Data Processing Addendum. [DPA PAR. 9, 12]

Contact person's name, position and contact details: As set forth in the Data Processing Addendum. [DPA PAR. 9]

Activities relevant to the data transferred under these Clauses: As set forth in the Data Processing Addendum. [DPA PAR 9]

Role (controller/processor): As set forth in recitals to these SCCs before Section I and in DPA PAR. 9.

Signature and date (the "Effective Date"): [provide signature and date].


28 July 2023

Data importer(s): [Identity and contact details of the data importer(s), including any contact person with responsibility for data protection] **SAME AS ABOVE**

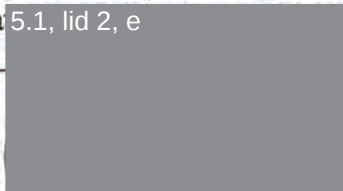
Name: As set forth in the Data Processing Addendum.

Address: As set forth in the Data Processing Addendum.

Contact person's name, position and contact details: As set forth in the Data Processing Addendum. Activities relevant to the data transferred under these Clauses: As set forth in the Data Processing Addendum.

Role (controller/processor): As set forth the Data Processing Addendum.

Signature and date (the "Effective Date"): [provide signature and date].


27 July 23

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

As set forth in the Data Processing Addendum. [DPA PAR. 10.a.] Categories of personal data transferred

As set forth in the Data Processing Addendum. [DPA PAR. 10.c]

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.

As set forth in the Data Processing Addendum. [DPA PAR. 10.C]

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis). As set forth in the Data Processing Addendum. [DPA PAR. 11]

Nature of the processing

As set forth in the Data Processing Addendum. [DPA PAR. 10.b]

Purpose(s) of the data transfer and further processing

As set forth in the Data Processing Addendum. [DPA PAR. 10.b]

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period Personal data is retained in accordance with the data retention schedule set forth in The New School's Institutional Policies & Procedures Manual. [DPA PAR. 12]

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

Not applicable.

C. COMPETENT SUPERVISORY AUTHORITY

MODULE ONE: Transfer controller to controller MODULE

TWO: Transfer controller to processor MODULE THREE:

Transfer processor to processor

Identify the competent supervisory authority/ies in accordance with Clause 13

The supervisory authority is that of the Member State in which the data subject whose personal data are transferred under these Clauses are located. Supervisory authority/ies are provided by the European Data Protection Board at

https://edpb.europa.eu/about-edpb/about-edpb/members_en . [DPA PAR. 13]

ANNEX II

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

MODULE ONE: Transfer controller to controller

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

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.

The technical and organization measures are set forth in the Data Processing Agreement and in The New School's Privacy and Data Protection Policy (<https://ispo.newschool.edu/policies/privacy-data-protection/>) and Information Security Policy (<https://ispo.newschool.edu/policies/information-security/>).

APPENDIX C

The following Course Articulation Addendum shall be added to and become part of the Agreement (the “Agreement”) between The New School and University of Amsterdam, each a Party and together the Parties:

Course Articulation Addendum

I. The New School Grading Scale and Details

Reference: <https://www.newschool.edu/registrar/policies-procedures/>. The New School uses a letter grading scale that equates to point values in a student’s Grade Point Average (GPA) for all coursework completed.

The New School Grading Key

Letter Grade	Point Value
A (Excellent)	4.0
A - (Very High Quality)	3.7
B + (High Quality)	3.3
B (Very Good)	3.0
B - (Good)	2.7
C + (Above Average)	2.3
C (Average)	2.0
C - (Below Average)	1.7
D (Poor)*	1.0
F (Failure)	0.0

*For undergraduates only

Grades Not Included in GPA:

W = Withdraw (no academic penalty)

I = Temporary Incomplete

N = Permanent Incomplete

P = Pass (credits count toward degree)

U = Unsatisfactory (credits not counted toward degree)

Z = Unofficial Withdrawal

AP = Approved (noncredit certificate)

NA = Not Approved (noncredit certificate)

GM = Grade Not Reported

In courses where a grade of Pass (P) is issued, this grade award is considered equivalent to a U.S. grade of ‘C’ or better at the undergraduate level and to a US grade of ‘B’ or better at the graduate level, but a letter grade with point value toward the GPA is not assigned

II. University of Amsterdam Grading Scale and Details

Grading

The Dutch grading system scale ranges from 1 to 10:

8.5 - 10 excellent

7.5 - 8.4 good

6.5 - 7.4 satisfactory

5.5 - 6.4 sufficient

1.0 - 5.4 fail

Reference: <https://www.uva.nl/en/education/studying-at-the-uva/educational-style-grading-and-credits/education-style-grading-and-credits.html?cb>

Most courses are worth 6 or 12 ECTS (European Credits). One ECTS credit represents 25 to 30 hours of study (including class attendance).

To complete a full-time programme, students must complete 60 credits per academic year (30 credits per semester).

To find out how ECTS credits compare to credits at universities in other countries, consult the programme coordinators at your home university or the programme/study adviser for the programme you'd like to take at the UvA.

Foreign grading schemes

Your Dutch marks might mean something entirely different in another country. To prevent confusion in this regard, you receive an overview of the Dutch marks giving their most important foreign equivalents with your degree certificate as a matter of course. The marks 1 to 3, 9 and 10 are seldom given.

	9.0 - 10.0	8.5-8.9	8.3-8.4	8.0-8.2	7.8-7.9	7.5-7.7	7.3-7.4	7.0-7.2	6.7-6.9	6.5-6.6	6.4	6.0-6.3	5.5-5.9	4.0-5.4	1.0-4.5
UvA Letter	A+	A	A	A-	A-	B+	B+	B	B-	C+	C+	C	C	D	F
Grade point	9.5	8.5	8.5	8.0	8.0	7.5	7.5	7.1	6.8	6.5	6.5	6.0	6.0	5.0	4.0
UvA Descriptive grade	Excellent	Excellent	Good	Good	Good	Good	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Sufficient	Sufficient	Fail	Fail
Grade point	9.0	9.0	8.0	8.0	8.0	8.0	7.0	7.0	7.0	7.0	6.0	6.0	6.0	4.0	4.0
UK Letter	A+	A+	A	A	A-	A-	B	B	C	C	D	D	E	F	F
US Letter	A+	A+	A	A	A	A	B+	B+	B	B	C	C	D	E	F

The grading scheme gives a general impression and is provided for orientation purposes only. If you would like to know more about the differences between the Dutch grading scheme and that of another specific country, please consult the [Nuffic website](#).

Reference: <https://student.uva.nl/en/topics/the-marking-assessment-and-registration-of-your-academic-results>



Student Exchange Agreement

Between

Amsterdam Law School

And

Tulane Law School

The purpose of this Agreement is to establish an affiliation between Amsterdam Law School and Tulane Law School for the purpose of a student exchange agreement.

PARTICIPATING PARTIES

- I. Amsterdam Law School (“ALS”)
- II. Tulane Law School (“TLS”)

THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- 1.1. The following definitions are used in this Agreement:
 - “**Agreement**” means this Agreement for the Exchange of Students;
 - “**Exchange**” means the exchange of students between the parties pursuant to this Agreement;
 - “**Home-University**” means, in respect of a specific Exchange candidate, the party providing the Exchange candidate;
 - “**Host-University**” means, in respect of a specific Exchange candidate, the party accepting the Exchange candidate;
 - “**Parties**” means Law Schools;
 - “**Candidates**” means registered students at the Home University



2. *Term, review and termination of the Agreement*

- 2.1. This Agreement, to enter into a faculty-wide exchange agreement, 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.
- 2.2. The parties will review the terms of the Agreement annually to assess the success of the Exchange, and will determine whether to continue, modify or discontinue this Agreement.
- 2.3. Either party may terminate this Agreement by giving **six (6)** months' prior written notice 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 both parties shall continue to perform their respective obligations during the termination notice period and, after the effective termination date, shall perform those obligations incurred prior to receipt of the notice of termination. In order that all students who have commenced the programme may complete the term in session at the time of termination or work that is in progress at the time of termination.
- 2.4. Upon expiration or termination of this Agreement, each institution shall (i) cease all use of the other institution's name and logo, (ii) cease all promotion of this student exchange program, and (iii) remove any promotional materials, website links, logos or banners from its website. With the exception of the obligations listed above, the parties shall have no further obligations to each other.

3. *Number of Exchange students*

- 3.1. Each university may send up to two (2) candidates for a period of a semester to participate in the Exchange. The number of candidates may be increased subject to the mutual written Agreement and signed by their authorised officials of the parties. The Exchange 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 students in any year during the term of the Agreement, then that university will be eligible to send additional 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 semesters will be undertaken by students of each university at the other university.

4 *Selection, admission and registration*

- 4.1. The candidates will be students who are completing an undergraduate or graduate program at their Home-University
- 4.2. The candidates will be selected on the basis of merit without regard to race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity, marital status



or physical handicap. The parties will each accept the candidates selected by the other party if mutually acceptable academic and/or professional qualifications and standards are met. All candidates will be treated in the same non-discriminatory manner in carrying out the provisions of this Agreement, subject to the provisions of the policies and requirements of each of the parties. Any violation of these principles will be considered grounds for terminating this Agreement.

- 4.3. The candidates will be selected by their Home-University to participate in the Exchange Programme, and will then be considered for admission as non-degree special students by the Host-University. Candidates will be enrolled as full time, non-degree students at the Host-University, for a period not exceeding twelve months.
- 4.4. Candidates must satisfy admission requirements for special student status, of the Host-University.
- 4.5. Candidates are non-degree students at the Host-University and cannot become degree students without applying successfully for admission. Participation in the Exchange will not attract preferential status for admission.
- 4.6. To participate in the Exchange candidates must meet the Host-University exchange student enrolment and admission criteria, including academic standing and language proficiency. Details of this criteria will be available in the annual Host University fact sheet and/or website prior to application.
- 4.7. Each university will appoint an individual to act as the coordinator for the Exchange.
- 4.8. The Home-University will forward the profiles of its candidates to the Host-University according the Host-University nomination deadline of the application year.
- 4.9. The Host-University will notify the successful candidates of their provisional acceptance to the Host-University approximately two months prior to the start of the semester, subject to confirmation of satisfactory examination results. Without prejudice to article 4.2 of this Agreement, the Host-University will have the right of refusal of any candidate who may appear to be unacceptable for the Exchange.
- 4.10. Candidates from Home-University will be free to choose courses from the full range of courses available in the programme to which they have been admitted at the Host-University, provided that the students satisfy the individual course prerequisites, and on the understanding that additional selection procedures may be required for courses with limited enrolment. Fulfilling the requirements for a course does not guarantee placement in a course as most courses have a maximum participation limit.
- 4.11. Transcripts of results from the Host-University will be provided to the Home-University as soon as possible after the completion of an exchange.
- 4.12. Each university will do its utmost to make available university accommodation for the Exchange students.
- 4.13. Candidates shall be responsible for maintaining adequate medical and health insurance coverage (including emergency medical evacuation and repatriation), life insurance, and accidental death and dismemberment insurance to the satisfaction of the Host-University. Upon request, Candidates will be required to provide proof of such insurance to their Host-University.
- 4.14. Parties acknowledge that the exchange of students from one university to another shall be



subject to the entry and visa regulations of the United States of America and the Netherlands, and shall comply with the regulations and policies of TLS and ALS.

5. *Fees and costs*

- 5.1. The candidates will pay the tuition and compulsory incidental fees (or any other fees) for the respective program at the Home-University prior to departure for the Host-University. The candidates will remain registered at their Home-University throughout their participation in the Exchange. The candidates will not pay tuition at the Host University.
- 5.2. Housing fees, orientation programmes fees and visa fees will be charged by the ALS or third parties (such as the government) and are not refundable.
- 5.3. Without prejudice to the fees mentioned in article 5.2, the candidates will not be required to pay tuition and compulsory incidental fees on arrival at the Host-University, but may elect to pay non-compulsory incidental fees.
- 5.4. Exchange students shall be responsible for all personal expenses, including but not limited to transportation, accommodation, meals, books, immigration, health insurance and entertainment.

6. *Data protection*

- 6.1. Candidates will be subject to the relevant rules, regulations and procedures of the Host-University. Candidates must comply with national requirements of the Host-University. 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. TLS and ALS 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 parties agree on the content in Annex I (Description of transfer) and Annex II (Technical and organizational measures) of this agreement.
- 6.2. 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, 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 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 \(europa.eu\)](#)
- 6.3. SCCs will apply completed as follows:
 1. one will apply, as appropriate;



2. in Clause 7, the optional docking clause will apply;
 3. in Clause 9, the use of sub-processors will not apply;
 4. in Clause 11 a, the option to lodge complaints with an independent dispute resolution body, will not apply; in Clause 17, Option 1 will apply, and the EU SCCs will be governed by the laws of the Netherlands;
 5. in Clause 18(b), disputes shall be resolved before the courts of the Netherlands;
 6. 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
 7. 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.

7. *Liability and insurance parties*

- 7.1. The liability of each university is limited to the amount paid by the insurance company except in the case of gross guilt and/or serious negligence.
- 7.2. To the maximum extent permitted by law, in no event will either university 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, except in the case of gross guilt and/or serious negligence.
- 7.3. Each university shall, at its own cost, purchase and maintain a minimum of an equivalent of **two (2)** million euros 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. Not having an appropriate insurance as mentioned in this article will be considered as a gross guilt and/or serious negligence.
- 7.4. In case of a natural or man-made disaster the parties will help each other to take all the necessary, reasonable and fair measures for the students.

8. *Dispute Resolution*

- 8.1 If a dispute arises between the parties relating to or arising under this agreement, the parties must use all reasonable endeavors to settle the dispute expeditiously. If a party



gives notice of a dispute, each party must nominate a senior representative with appropriate authority to negotiate on behalf of the party to settle the dispute. If the dispute is not resolved within 60 business days after receipt of the notice, the dispute shall be governed by and construed in accordance with the law of the country in which the defendant is located. Each party irrevocably submits to the jurisdiction of the courts of the country in which the defendant party is located.

9. *Force Majeure*

- 9.1. Not with standing 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, strikes or other labour problems, computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility.

10. *Independent parties*

- 10.1. Parties are independent parties. Nothing contained in this Agreement shall be deemed or construed by the Universities as creating the relationship of employer/employee, principal and agent, partnership or a joint venture relationship between the parties.

The parties mutually agree with the entire content and form of this agreement and be aware of the reference in Article 6 to the Standard Contractual Clauses'.

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

Tulane Law School

5.1, lid 2, e

5.1, lid 2, e

Law

Associate Provost for International Affairs
Professor of the Practice, Tulane Law School

Date: 26/08/22

Amsterdam Law School

5.1, lid 2, e

Dean

Date: 1-12-2022



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 from ALS.

Categories of personal data transferred:

Please see attached application with all requested data categories.

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:

Processing and storage of personal (sensitive) data is subject to appropriate technical and organisational measures, including, as appropriate, deidentification and encryption.

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

Two transfers each academic year in total. One transfer for fall semester and one transfer for spring semester exchange applicants.



Nature of the processing:

Data is securely gathered through Tulane University application software and then input into the Tulane registration system.

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

Gathering student information for university registration and immigration purposes.

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

Academic information will be continually retained; personal data will be retained for a period of 10 years.

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

The Data Processor reviews the data security and privacy policies of its technology vendors and third parties who will have access to Personal Data to ensure that appropriate contractual provisions and that technical and organization safeguards are in place to mitigate the risks of inadvertent disclosure and unauthorized access.

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.

1. Confidentiality

- Physical Access Control

To safeguard against unauthorized access to data processing facilities, the Data Processor has physical controls in place, including photo identification cards equipped with magnetic access strips, keys, electronic access points requiring authentication, a campus police department, alarm systems, and video/CCTV Systems.

- Electronic Access Control

To safeguard against unauthorized usage of the data processing and data storage systems, the Data Processor has controls in place including passwords and a Password Policy (a copy of which may be found at: <https://it.tulane.edu/tulane-university-password-policy>), two-factor authentication, and encryption of data carriers/storage media.

- Internal Access Control

To safeguard against unauthorized changes or deletions of data within the system, the Data Processor has controls in place such as rights authorization concept, need-based rights of access, logging of system access events.

- Sensitive Data

Processing and storage of personal (sensitive) data is subject to appropriate technical and organisational measures, including, as appropriate, deidentification and encryption.

- Policies

The Data Processor maintains appropriate institutional policies to promote compliance with applicable laws, including a GDPR Privacy Policy (a copy of which may be found at:



<https://tulane.edu/gdpr-privacy-policy>).

2. Integrity

- **Data Transfer Control**

To safeguard against unauthorized reading, copying, changes or deletions of data with electronic transfer or transport, the Data Processor has controls in place including encryption, Virtual Private Networks (VPN) and electronic signature.

- **Data Entry Control**

Verification of Personal Data as entered into a data processing system, e.g., validation, deletion and logging.

3. Availability and Resilience

- **Availability Control**

To mitigate risk of accidental or wilful destruction or loss, the Data Processor has controls in place including a backup strategy (online/offline; on-site/off-site), Uninterruptible Power Supply (UPS), virus protection and firewalls.

- **Recoverability Control**

To mitigate risk of corruption, destruction or loss of system data, the Data Processor has controls in place such as a backup strategy (online/offline; on-site/off-site) and contingency planning.

4. Procedures for regular testing, assessment and evaluation

- **Data Protection Management;**

To protect against unauthorized access to Personal Data by third parties, the Data Processor uses secure network architectures that contain firewalls and intrusion-detection devices.

- **Incident Response Management;**

The Data Processor maintains a Computer Incident Response Plan (a copy of which may be found at: <https://it.tulane.edu/computer-incident-response-plan>).

5. Contract Control

- The Data Processor reviews the data security and privacy policies of its technology vendors and third parties who will have access to Personal Data to ensure that appropriate contractual provisions and that technical and organization safeguards are in place to mitigate the risks of inadvertent disclosure and unauthorized access.

Agreement for academic collaboration

Between
The Faculty of Law, University of Amsterdam
&
UCLA School of Law

Whereas:

The Law Faculty of the University of Amsterdam (FdR) and the UCLA School of Law (UCLA Law), wishing to collaborate on research and teaching in pursuit of the overall goal to advance teaching, research and impact in the broad area of international law and human rights, have concluded this statement of intent to collaborate.

UCLA Law wishes to establish a presence in The Hague/Amsterdam, global centre of international law and justice – the UCLA School of Law Promise Institute Europe (Promise Europe)- to connect its students, its research and its advocacy more directly to these international networks and institutions. Given the many areas of common interest between FdR and UCLA Law, and the location of FdR in both Amsterdam and The Hague (as the Asser Institute), FdR is an ideal partner for the international presence of UCLA Law.

FdR wishes to strengthen its research in essential areas of sustainability, human rights and criminal justice. It also intends to expand its networks of collaboration in research and teaching with prestigious and high-impact partners, such as UCLA Law, for the benefit of both students and researchers.

Article 1: Collaboration agreement

- 1.1 UCLA Law and FdR conclude the following collaboration agreement.
- 1.2 UCLA Law and FdR retain their separate legal status and identities.
- 1.3 UCLA Law is free to collaborate with other entities, including other faculties and universities.
- 1.4 FdR is free to collaborate with other entities.
- 1.5 Each party will bear its own costs and expenses, unless otherwise provided in this agreement.

Article 2: Entry into force, duration and renewal

- 2.1 The collaboration will start on 1 July 2023 and run for an initial period of three years.
- 2.2 The collaboration may be extended upon the agreement of the two parties.

Article 3: Office and classroom space

- 3.1 FdR will make office space available for three persons from Promise Europe, at terms to be established by separate agreement.
- 3.2 FdR will facilitate making classroom space available at the Asser Institute in The Hague available for Promise Europe, for one 2-hour session per week during the UCLA School of Law (UCLA Law) Spring and Fall semesters, for max 8 students.

Article 4: Research

- 4.1 Research collaboration will take place initially in three areas of common interest: Ecocide (protection of the environment under international criminal law); Corporate responsibility for international crimes and violations of international human rights; Human rights and racial justice. Other areas of collaboration may be added.

- 4.2 One or more convenings per year in each research area is envisaged, with the costs of such convenings being shared between Promise Europe and FdR, to be determined in each instance.
- 4.3 Both parties are allowed to integrate and use the output of common research projects fully within their own research programs and organizations.

Article 5: Events and conferences

- 5.1 FdR will provide facilities for events organized in collaboration with Promise Europe, such as public lectures and conferences.

Article 6: Teaching / students

- 6.1 The parties will endeavour to conclude an exchange agreement to facilitate students from FdR to study at UCLA Law and students from UCLA Law to study at FdR. Subject to that agreement, UCLA Law faculty may also teach FdR students, with or without UCLA Law students.

Article 7: Confidentiality

- 7.1 FdR and UCLA Law shall at all times maintain complete confidentiality towards third parties with regard to everything that comes to their knowledge about the business and organizational operations of the other party, unless it is required to disclose this information pursuant to a legal obligation.
- 7.2 FdR and UCLA Law will treat this information in the strictest confidence during the duration of the collaboration and after the collaboration has ended. This confidentiality does not apply to information that is generally known or publicly available.

Article 8: Communication about the collaboration

- 8.1 UCLA Law and FdR may advertise the collaboration, for example on their website and through other channels.

* * *

Signed:

5.1, lid 2, e

27 June 2023

.....
Date

5.1, lid 2, e

June 30, 2023

.....
UCLA Law Date



UNIVERSITY OF AMSTERDAM

Student Exchange Agreement
between
School of Planning at the University of Cincinnati
and
College of Social Sciences at the University of Amsterdam
2017-2020

This Student Exchange Agreement (hereafter referred to as this "Agreement") is made by and between the School of Planning at the University of Cincinnati ("UC"), a public university of the State of Ohio, United States, and the College of Social Sciences at the University of Amsterdam ("UvA") each an "Institution" and collectively the "Institutions."

This agreement is made to further enhance the already existing relations between the two universities, to promote understanding and good will, to strengthen cultural ties, and to broaden the participants' experience and horizons.

A. STUDENT EXCHANGE

I. PRINCIPLES

1. Student exchange will be on a one-to-one equal exchange basis. Each university may send two (2) students in the field of Human Geography and Planning for a period of one (1) semester each year. The exchange takes place on undergraduate level. Undergraduates must have completed at least 90 ECTS (1,5 year) of academic study. The number of students may vary in any given year, provided a balance of exchanges is obtained over the term of the agreement. After the initial three-year period, the number of students may be changed.
2. Participation in the exchange program does not constitute later admission as a regular student at the host institution nor does it establish residence.

II. DURATION

1. The normal exchange period shall be one (1) year or one (1) semester.

III. APPLICATION

1. Students should submit applications to the international exchange coordinator of their home institution according to the rules and regulations of the home institution.
2. The home institution coordinator shall review applications based on the following criteria:
 - Good academic record
 - Degree of fluency in the language of instruction of the host institution
 - Approval of the appropriate academic units
 - Other criteria that the home institution may wish to impose
3. The home institution coordinator shall forward the approved applications to the host institution no later than May 1
4. The host institution coordinator shall notify the successful candidates via the home institution coordinator no later than June 15

IV. REGISTRATION

1. Exchange students shall pay tuition and fees to the home institutions and are enrolled at their home institution. They shall not be charged for application, tuition or other related fees at the host institution.
2. Students will receive all orientation and registration materials from the host institution coordinator with instructions to proceed through the normal registration procedures of that institution, abiding by the established deadlines.
3. Proof of fee payment at the home institution must accompany completed registration materials at the time the student registers at the host institution.
4. Exchange students shall be accorded the same rights and privileges of regular students at the host institution, except that they shall not be permitted to matriculate for academic degrees at the host institution during their exchange period.



UNIVERSITY OF AMSTERDAM

5. Records will be established for exchange students as if they were regularly matriculated students of the host institution. An official transcript of coursework and grades will be mailed to the Registrar of the home institution.

V. STUDENT OBLIGATIONS

1. Exchange students shall provide for their own room, board, books, transportation, student health insurance fees and medical care, passports, visas, and personal expenses.
2. Exchange students are responsible for 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 responsible for securing their own housing accommodations although each university will assist the visiting students in locating appropriate housing. Students interested in living in university housing should apply to the housing office of the host campus directly.

VI. OTHER TERMS

1. Term. This Agreement commences on the date both Institutions have signed and expires five (5) years thereafter. The Institutions agree to review this Agreement and the programs annually and the Agreement can be renewed or altered at any time by the procedures set forth under "Amendment" below. It may be extended for an additional 5 years by mutual agreement in writing.
2. Termination. Either party may terminate this agreement with six (6) months advance notice in writing. Notice is effective when deposited in care of each Party's responsible representative, named below, or when otherwise reasonably effectuated.
3. Amendment. The written provisions contained in this Agreement constitute the sole and entire agreement made between the Institutions and supersedes all prior or contemporaneous agreements, discussions, or representations, oral or written, with respect to the subject matter hereof. Any amendments or renewals to this Agreement shall not be valid unless made in writing and signed by both Institutions.
4. Export Control Laws and Regulations. The parties agree to comply with all applicable U.S. export and import control laws and regulations in the conduct of the activities conducted under this Agreement and each party agrees to obtain export licenses or other

export authorization, as may be required, prior to exporting any controlled items or technology. The parties also agree to comply with the applicable import and export laws and regulations of The Netherlands.

5. Force Majeure. An Institution shall not be responsible for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, or any other cause beyond the reasonable control of such Institution.
6. Agency. The Institutions agree that, during the term of this Agreement, the Institutions are engaged with each other as independent contractors and not as a joint venture, partnership, trust, association, corporation, or formal business organization of any kind. Except as expressly provided herein, neither Institution shall have the right to bind or obligate the other Institution in any manner without the other Institution's prior written consent.
7. Language. If this agreement is translated into a language other than the English language, the document in the English language shall be the official, binding version.

VI. COORDINATORS

Each institution will designate an office and individual within that office (Program Coordinator) to oversee the student recruiting and admissions process.

The Coordinator at UC International at the University of Cincinnati will be:

5.1, lid 2, e 3134 Edwards One, PO Box 210640, UC International, University of Cincinnati, Cincinnati, OH 45221-0640; Tel: +5.1, lid 2, i; Fax: +5.1, lid 2, i
5.1, lid 2, e

The Coordinator at the School of Planning at the University of Cincinnati will be:

5.1, lid 2, e, School of Planning, P.O. Box 210016, University of Cincinnati, Cincinnati, OH 45221-0016; Tel: +5.1, lid 2, i; Fax: +5.1, lid 2, i; 5.1, lid 2, e



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The Coordinator for the Office of International Student Affairs at the University of Amsterdam will be:

5.1, lid 2, e [REDACTED], Head of Office of International Student Affairs, Valckenierstraat 59, 1018 XE Amsterdam, The Netherlands, 5.1, lid 2, i [REDACTED] E-mail: 5.1, lid 2, e [REDACTED]

The Coordinator for the College of Social Sciences at the University of Amsterdam will be:

5.1, lid 2, e [REDACTED] Head of Admissions & International Office Social Sciences, P.O. Box 15725, Nieuwe Achtergracht 166, 1018 WV Amsterdam, The Netherlands, Tel: 5.1, lid 2, i [REDACTED] 5.1, lid 2, E-mail: 5.1, lid 2, e [REDACTED]



UNIVERSITY OF AMSTERDAM

In witness whereof, authorized officials of each Institution have signed below.

University of Cincinnati

University of Amsterdam

Signed: [Redacted]
Printed Name: [Redacted]
Title: Dean, College of Design, Architecture, Art and Planning

Signed: [Redacted]
Printed Name: [Redacted]
Title: Director College of Social Sciences

Date: 7/31/2017

Date: 21/9/2017

Signed: [Redacted]
Printed Name: [Redacted]
Title: Head, School of Planning

Signed: [Redacted]
Printed Name: [Redacted]
Title: Head of Admissions & International Office Social Sciences

Date: 7/31/2017

Date: 21/9/17

Signed: [Redacted]
Printed Name: [Redacted]
Title: Executive Director, International Programs

Signed: [Redacted]
Printed Name: [Redacted]
Title: Head International Student Affairs

Date: 7/27/2017

Date: [Redacted] 9, 2017

Signed: [Redacted]
Printed Name: [Redacted]
Title: Contracting Officer

Date: 8/4/17

Undergraduate Student Exchange Agreement

between

University of Amsterdam

and

University of Connecticut

The purpose of this Agreement is to establish an affiliation between University of Amsterdam and University of Connecticut for the purpose of a university-wide student exchange agreement.

PARTICIPATING PARTIES

- I. University of Amsterdam (“UvA”)
- II. University of Connecticut (“UConn”)

THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- 1.1. The following definitions are used in this Agreement:
 - 1.1.1. “Agreement” means this Agreement for the Exchange of Participating Students;
 - 1.1.2. “Exchange Programme” means an educational programme which permits Participating Students to temporarily study at the Host-University for an agreed duration on a non-award basis, under a reciprocal exchange arrangement with the Home-University;
 - 1.1.3. “Home-University” means, in respect of a specific Participating Student, the party providing the Participating Student;
 - 1.1.4. “Host-University” means, in respect of a specific Participating Student, the party accepting the Participating Student
 - 1.1.5. “Party” means UConn or UvA, and “Parties” means UConn and UvA jointly.
 - 1.1.6. “Participating Students” means registered students at the Home or Host-University;
 - 1.1.7. “Semester place” refers to a Participating Student attending the Host-University for either the fall or spring semester. An academic year comprises of two semester places.

2. Term, review, amendments, and termination of the Agreement

- 2.1. This Agreement, a university-wide exchange agreement, shall begin 1 September 2022 and ends automatically on 1 September 2023.
- 2.2. Any modifications or amendments to this Agreement may only be made by written

- amendment by and between the Parties and, if required, approved by the Attorney General of the State of Connecticut.
- 2.3. Either Party may terminate this Agreement at any time for convenience by giving six (6) months' prior written notice to the other Party in accordance with Article 13 below, provided, however, if an imbalance of participants exists between the Exchange Programmes when notice of termination is received, the Party who is at a deficit in hosting participants will continue to receive participants until the imbalance has been resolved.
 - 2.4. Either Party may terminate this Agreement at any time for cause upon thirty (30) days' written notice to the other Party in accordance with Article 13 below.
 - 2.5. Notwithstanding any notice of termination provided in accordance with this Section 2, both Parties shall continue to perform their respective obligations during the termination notice period.
 - 2.6. Upon expiration or termination of this Agreement, each Party shall (i) cease all use of the other Party's name and logo, (ii) cease all promotion of this Exchange Programme, and (iii) remove any promotional materials, website links, logos or banners from its website. The Parties further agree that following expiration or termination of this Agreement, any Participating Students currently participating in the Exchange Programme will be able to complete their respective academic semester or other comparable academic session in progress. With the exception of the obligations listed above, the Parties shall have no further obligations to each other following expiration or termination of this Agreement.

3. Number of Participating Students

The Parties will exchange Participating Students on a one-to-one equal exchange basis (one academic year exchange is equal to two Semester Places). Each Party may send up to a maximum of 10 Participating Students for the academic year 2022-2023.

4. Selection, admission, registration, and implementation

- 4.1. Exchange Programme will be encouraged providing that no safety, security, export control and public health issues are of concern.
- 4.2. The Exchange Programme shall begin upon the commencement of the Host-University's Fall 2022 academic semester. Each exchange shall be for one academic year or one academic semester.
- 4.3. The Participating Students will be students who are pursuing an undergraduate degree at their Home-University.
- 4.4. The Participating Students 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. Each Party will each accept the Participating Students selected by the other Party (per Article 4.5 below) if mutually acceptable academic and/or professional qualifications and standards are met. All Participating Students will be treated in the same non-discriminatory manner in carrying out the provisions of this Agreement, subject to the provisions of the policies and requirements of each of the Parties. Any violation of these principles will be considered grounds for terminating this Agreement.
- 4.5. The Participating Students will be selected by their Home-University to participate in

- the Exchange Programme, and will then be considered for admission as non-degree special students by the Host-University. Participating Students will be enrolled as full time, non-degree students at the Host-University, for the duration of their study at the Host-University, a period not to exceed twelve months.
- 4.6. Participating Students cannot become degree students without applying successfully for admission at the Host-University. Participation in the Exchange will not attract preferential status for admission.
 - 4.7. To participate in the Exchange, Participating Students must meet the Host-University Participating Student enrollment and admission criteria, including academic standing and language proficiency. Details of this criteria will be available in the annual Host-University fact sheet and/or website prior to application.
 - 4.8. The Coordinating Representative of each Party, as defined in Article 14 below, shall, on or before the mutually-approved deadlines, inform the other Coordinating Representative of the number of Participating Students enrolled each semester through the Exchange Programme, their course selections, and other relevant student information.
 - 4.9. The Home-University will forward a prescribed and completed application form and a copy of a current transcript of its Participating Students to the Host-University according to the Host-University nomination deadline of the application year.
 - 4.10. The Coordinating Representative of each Party will provide the other Coordinating Representative with any required information and documentation in a timely fashion, so that all Participating Students have sufficient time to seek to obtain the required visa permits, health policies and immunizations prior to arrival at the Host-University.
 - 4.11. The Host-University will notify the successful Participating Students of their provisional acceptance to the Host-University approximately two months prior to the start of the semester, subject to confirmation of satisfactory examination results. Subject to Article 4.4 of this Agreement, the Host-University will have the right of refusal of any Participating Student who may appear to be unacceptable for the Exchange.
 - 4.12. Participating Students from Home-University will be free to choose courses from the full range of courses available in the programme to which they have been admitted at the Host-University, provided that the students satisfy the individual course prerequisites, and on the understanding that additional selection procedures may be required for courses with limited enrolment. Fulfilling the requirements for a course does not guarantee placement in a course as most courses have a maximum participation limit.
 - 4.13. The following programmes are not open to the Exchange Programme being hosted by UvA: Faculty of Dentistry whereas access to the School of Medicine and graduate courses at UvA is limited and only possible on a case-by-case basis the following programmes are not open to the Exchange Programme being hosted by UConn: School of Law, Medicine, Dental Medicine, Social Work, Pharmacy, Nursing or Education.
 - 4.14. Participating Students will be guaranteed credit at their Home-University for courses taken at the Host-University, provided that their studies have received prior approval by the appropriate authorities at the Home-University, and provided that courses are

- successfully completed with a minimum grade acceptable to their division at the Home-University.
- 4.15. Transcripts of results from the Host-University will be provided to the Home-University as soon as possible after the completion of an exchange.
 - 4.16. The Host Institution will do its utmost to provide safe and clean university accommodation for the Participating Students.
 - 4.17. Participating Students will be subject to all academic policies and standards/codes of conduct of each Party.
 - 4.18. Participating Students shall be responsible for maintaining adequate medical and health insurance coverage (including emergency medical evacuation and repatriation), life insurance, and accidental death and dismemberment insurance to the satisfaction of the Host-University. Upon request, Participating Students will be required to provide proof of such insurance to their Host-University.
 - 4.19. Parties acknowledge that the exchange of students from one Party to another shall be subject to the entry and visa regulations of the United States and the Netherlands, and shall comply with the regulations and policies of UConn and UvA.

5. *Financial relationship, fees and costs*

- 5.1. Nothing in this Agreement shall be construed as creating any financial relationship between the Parties; and neither Party is responsible to the other for any compensation, fees, and/or other costs related to or in connection with the Exchange Programme.
- 5.2. The Participating Students will pay the tuition and compulsory incidental fees (or any other fees) for the respective programme at the Home-University prior to departure for the Host-University.
- 5.3. The Participating Students will remain registered at their Home-University throughout their participation in the Exchange Programme. The Participating Students will not pay tuition at the Host-University.
- 5.4. Participating Students are responsible for the costs, including but not limited to, housing fees, orientation programme fees, non-academic or non-obligatory facilities fees, service fees, and visa fees charged by the Host-University or third parties (such as the government) as required by the Host-University's standard procedures. Such costs are not refundable.
- 5.5. Without prejudice to the fees mentioned in Article 5.4, the Participating Students will not be required to pay tuition and compulsory incidental fees at the Host-University, but may elect to pay non-compulsory incidental fees.
- 5.6. Participating Students shall be responsible for all their own personal expenses, including but not limited to transportation, accommodation, meals, transcript fees, books, immigration, health insurance, living expenses, and entertainment.

6. *Privacy and Data Protection*

- 6.1. The Parties acknowledge that they each have robust privacy and data protection obligations under their respective laws and institutional policies. The Parties agree to only utilize data to perform their obligations under this Agreement (the "Purpose") and for no other purpose. Each Party agrees that at all times it shall comply with its obligations under applicable data protection laws in relation to the processing of

personal data (including “student education records” which are such information is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g), including:

- a. keeping appropriate records of the processing of personal data carried out under this Agreement and providing the other Party with the information reasonably necessary to demonstrate its compliance with applicable data protection laws, including evidence of the technical, administrative and/or organizational measures implemented by that Party;
 - b. implementing appropriate technical, administrative and/or organizational measures so as to ensure an appropriate level of security is adopted to mitigate the risks associated with the processing of personal data, including against unauthorized or unlawful processing, accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or damage or access to the personal data;
 - c. appropriately disposing of the personal data per applicable legal standards once the Purpose has been achieved and minimum retention requirements imposed by applicable law have been met;
 - d. generally providing, where requested, reasonable assistance to the other Party to ensure compliance with that Party’s obligations under applicable data protection laws;
 - e. limiting access to personal data to those of its employees who need access for the Purpose and ensuring that such employees only have access to such part or parts of the personal data as is strictly necessary for performance of their respective duties and ensuring that such employees are aware of the obligations of the Party that employs them under applicable data protection laws; and
 - f. ensuring that any agent or subcontractor that processes any personal data on its behalf has agreed in writing to be bound to restrictions, conditions and requirements for robust privacy and data protection as required by applicable law with respect to the processing of such personal data.
- 6.2. Each Party will promptly (and, in any event, no later than seventy-two (72) hours after becoming aware of a breach or suspected breach) inform the other Party in writing of any breach or suspected breach of any of its obligations under this clause 6.1. and of any other unauthorized or unlawful processing, accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or damage or access to personal data. Any agents or subcontractors that process any personal data on behalf of a Party will likewise be required to notify the Party of any breach or suspected breach of personal data no later than seventy-two (72) hours after becoming aware of the breach or suspected breach, or according to the notification provisions contained within the current agreement with the Party in such cases as the Party is already currently engaged in an agreement with such agent or subcontractor at the time of signing this Agreement. Such notification shall specify (at a minimum) the nature of the personal data breach or suspected breach; the date and time of occurrence; the extent of the personal data and data subjects affected or potentially affected; the likely consequences of any breach or suspected breach (should it have occurred) for data subjects affected by it and any measures taken or proposed to be taken by the Party who has suffered the breach or suspected breach to contain it; and any other information that the other Party shall reasonably require in order to discharge its

responsibilities under applicable data protection laws in relation to such breach or suspected breach. The Party who has suffered the breach or suspected breach shall, to the extent permitted under local applicable law, thereafter promptly, at the other Party's expense (i) provide the other Party with all such information as the other Party reasonably requests in connection with such breach or suspected breach; (ii) take such steps as the other Party requires it to take to mitigate the detrimental effects of any such breach or suspected breach on any of the data subjects and/or on the other Party; and (iii) otherwise cooperate with the other Party in investigating and dealing with such breach or suspected breach and its consequences.

7. *Use of name(s), mark(s) or logo(s)*

Each Party agrees it will not use the other Party's name(s), mark(s) or logo(s) in any advertising, promotional material, press release, publication, public announcement, or through other media, written, oral, or otherwise, without prior written consent of the other Party. Prior written consent will not be required for use of the other Party's name in the context of factual or descriptive statements regarding the subject matter of this Agreement.

8. *Liability and insurance parties*

- 8.1. 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 Party was advised or had reason to know of the possibility of incurring such damages in advance, except in the case of gross guilt and/or serious negligence.
- 8.2. Each Party shall, at its own cost, purchase and maintain (or maintain a Programme of self-insurance), at its own cost, sufficient insurance coverage, including general liability insurance or the equivalent, as would be usual or prudent for a comparable institution to maintain in respect of the activities carried on by that Party 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.
- 8.3. In case of a natural or man-made disaster the Parties will help each other to take all the necessary, reasonable and fair measures for the students.

9. *Dispute Resolution*

If a dispute arises between the Parties relating to or arising under this Agreement, the Parties must use all reasonable endeavours to settle the dispute expeditiously through collaboration. If a party gives notice of a dispute, each party must nominate a senior representative with appropriate authority to negotiate on behalf of the party to settle the dispute. If the dispute is not resolved within 60 business days after receipt of the notice, either Party may pursue a formal claim. Nothing herein this section or elsewhere in this Agreement shall be construed as a modification, compromise or waiver by either Party of any rights or defense of any immunities provided by the law of the jurisdiction in which such Party is located, and any formal claim brought against a Party in connection with this Agreement must be brought in

accordance with the laws of the jurisdiction in which such Party (*i.e.* the defendant) is located.

10. Assignment and Exclusivity

This Agreement may not be assigned by either Party without prior written consent of the other Party. This Agreement is entirely non-exclusive and will not preclude either Party from fully engaging in agreements and relationships with other schools and institutions internationally.

11. Statutory Authority

UConn is authorized to enter into this Agreement under section 10a-104, 10a-108, and 10a-110 to 10a-110g of the General Statutes of the State of Connecticut as amended to date.

12. 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 for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, nature disasters, acts of government, pandemics, epidemics, flood, fire, civil unrest, acts of terror, strikes or other labour problems, computer attacks or malicious acts, such as, without limitation, attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility.

13. Misconduct and Reporting

13.1. Participating Students remain subject to the Home-University's policies, procedures, rules, regulations or codes of conduct as well as any policies, procedures, rules, regulations or codes of conduct of the Host-University. Violations of either Party's policies, procedures, rules, regulations or codes of conduct by Participating Students regardless of location, may lead to disciplinary action by the Host-University and/or the Home-University against a Participating Student.

13.2. If the Host-University becomes aware that a Participating Student is the victim of, or accused of, a crime, violation or alleged violation of any of its policies, procedures, rules, regulations or codes of conduct, the Host- University shall respond in accordance with the following requirements:

- g. Upon becoming aware that a Participating Student is the victim of, or accused of, a crime, violation or alleged violation of any of the policies, procedures, rules, regulations or codes of conduct of the Host-University, including sexual harassment or assault, then the Host-University shall immediately, in accordance with local laws applicable to each Party, provide sufficient information to the Home-University regarding or relating to the alleged violation to allow the Home-University to comply with its applicable laws, policies, procedures, rules or regulations. Such information shall be provided regardless of the Participating Student's request for confidentiality to the extent permitted by applicable law.
- h. If a Participating Student is an alleged victim/survivor, the Host-University will do its utmost to advise him or her of all reporting options, as well as legal, counseling, academic, and medical resources that may be available to him or her. If a Participating Student is the accused, s/he shall receive written notice from the Host-

University of each allegation, a copy of the complaint, if written, and any documents or other materials in support thereof. A copy of the notice, complaint and all other documents and materials will also be provided to the Home-University to the extent permitted under local laws applicable to each Party. The accused must also be advised of any resources that may be available.

- i. The Host-University shall promptly, thoroughly, and objectively investigate every complaint involving a Participating Student and afford the Home-University a reasonable opportunity to have its designated representative(s) present for all proceedings, including interviews and hearings, involving the Participating Student's case to the extent permissible under the Host-University's policies and procedures. In the event the Home-University cannot or elects not to be present, the Host-University will share with the Home-University any information gathered during the course of its investigation, including, but not limited to, the identity of all witnesses and copies of any recordings, transcripts, and notes.
 - j. In matters involving a Participating Student accused of or alleging sexual harassment or sexual violence, the Home-University shall also have the right to be privy to, and to participate, through its designated representative, in the Host Institution's investigation to the extent permissible under the Host Institution's policies and procedures.
 - k. In addition to the requirements set forth above, in all cases involving allegations or threats of physical violence, intimidation, sexual harassment (including sexual violence, intimate partner violence or stalking), or possible danger to a Participating Student, the Host-University agrees to exercise reasonable efforts to:
 - i. Promptly consider any requests by the participating Student initiating the complaint to change his/her housing, including, but not limited to, dormitories, homes and apartments; and academic assignments which should include any classes and activities connected with the Exchange Programme;
 - ii. Promptly carry out a risk assessment and take appropriate intermediate action (based on the results of the risk assessment) that may be necessary to protect the victim in the institutional setting, including: separating the accused from the victim by issuing no contact orders, limiting the accused's access to campus and/or the Exchange Programme's activities, or requiring the accused to change housing arrangements pending the outcome of the proceedings;
 - iii. Promptly take steps to prevent retaliation; and
 - iv. Promptly notify the Home-University of the final disposition of such cases and, upon request, provide copies of all materials relative to the investigation.
 - l. If the accused is found responsible by the Host-University in any such case, the Host-University shall take measures which, at the very minimum, keep the accused separated from the victim for the duration of the Exchange Programme and take all necessary action required to deter any future harassment or retaliation.
- 13.3. Notwithstanding any of the foregoing, the Home-University reserves the right to conduct its own investigation. Such an investigation may be conducted by (1) using the information it receives from its participating student and from the Host-University, (2) de novo or (3) a combination of both. The Home-University may, upon completion of its own investigation, hold a de novo hearing and implement sanctions in accordance therewith, which sanctions may be in addition to any

imposed by the Host Institution.

- 13.4. All the aforementioned articles and obligations are only applicable to the extent not prohibited by law applicable to each Party,

14. Notices

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement shall be in writing and delivered by email, postage prepaid mail, or delivered by overnight delivery service to the following addresses:

If to UConn:

Contact: Director of Global Partnerships
Address: Global Affairs
University of Connecticut
368 Fairfield Way, U-4182
Storrs, CT, USA 06269-4182
United States of America
Email: 5.1, lid 2, i
Website: <http://globalpartnerships.uconn.edu>

If to UvA:

Contact: Manager of Global Partnerships
Address: International Student Affairs
University of Amsterdam
Valckenierstraat 59 - P.O. Box 15832
1001 NH AMSTERDAM
The Netherlands
Email: 5.1, lid 2, i
Website: www.uva.nl/exchange

15. Coordinating representatives

Each Party appoints the following Coordinating Representative to administer and coordinate all aspects of the Exchange Programme:

UConn:

Contact: Director of Experiential Learning
Address: Global Affairs
University of Connecticut
368 Fairfield Way, U-4207
Storrs, CT 06269-4207
United States of America
Phone: 5.1, lid 2, i
Email: 5.1, lid 2, i
Website: <http://egl.uconn.edu>

UvA

Contact: Liaison Officer, Global Exchange Programmes
Address: International Student Affairs
University of Amsterdam
Valckenierstraat 59 - P.O. Box 15832, 1001 NH AMSTERDAM
The Netherlands
Phone: 5.1, lid 2, i
Email: 5.1, lid 2, i
Website: www.studyabroad.uva.nl
www.uva.nl/exchange

16. Independent Parties

Parties are independent parties. Nothing contained in this Agreement shall be deemed or construed by the Parties as creating the relationship of employer/employee, principal and agent, partnership or a joint venture relationship between the Parties.

17. Entire Agreement

This Agreement and addenda (if any) constitute the entire agreement between the Parties, and supersede all other promises, verbal or written agreements, negotiations, prior understandings or representations of any kind relating to the subject matter of this Agreement that precede the date of this Agreement.

18. Power to execute and counterparts

The Parties hereto have caused this Agreement to be executed and the undersigned persons certify that they are duly-authorized to execute on behalf of their institutions as of the dates indicated below. This Agreement may be executed in counterparts and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. Execution of a facsimile or PDF copy shall have the same force and effect as execution of an original

The Parties mutually agree with the entire content and form of this agreement.

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

University of Connecticut

5.1, lid 2, e

Vice President, Office of Global Affairs

Date: August 12, 2022

University of Amsterdam

5.1, lid 2, e

President

Date: August 17, 2022

cov1146

**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNIVERSITY OF CONNECTICUT
AND
THE UNIVERSITY OF AMSTERDAM**

This Memorandum of Agreement is made by and between the University of Connecticut, a constituent unit of the State of Connecticut System of Higher Education with a principal place of business in Storrs, Connecticut, USA (hereinafter "UConn") and the University of Amsterdam, an institution of higher education with a principal place of business in Amsterdam, The Netherlands (hereinafter "UvA"). UConn and UvA are hereinafter also referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, UConn's Vice Provost for Global Affairs, Dr. Daniel Weiner, has authority to execute this Agreement pursuant to the authority conferred by the University Administration Contract Signing Delegations of April 30, 2013 signed by the University of Connecticut President, Dr. Susan Herbst, under authority delegated to her by the Board of Trustees' Resolution dated February 18, 2010; and

WHEREAS, UvA's Acting President and Rector Magnificus, Ms. Prof. dr. D.C. van den Boom, has authority to execute this Agreement; and

WHEREAS, UvA and UConn wish to memorialize their intent to engage in cooperative efforts to promote the academic mobility of faculty and students and the exchange of academic and research information between them. The Parties agree to cooperate in developing programs of common interest and expertise; and

WHEREAS, UvA and UConn believe that such collaboration will further the educational goals and priorities of each institution and the objectives of the Delhi Accord on *Universitas 21* Student Mobility.

NOW THEREFORE, the Parties hereto agree as follows:

1. PURPOSE OF THE AGREEMENT

- 1.1.** The Parties agree that this Agreement will provide the foundation for particular projects to be developed by academic and administrative units from the two Universities, the terms of which (other than the Undergraduate Exchange Program discussed in Section 2 hereof) will be memorialized in other, implementing Project Agreements or Addenda executed by the Parties and, if necessary, approved by the Office of the Attorney General of the State of Connecticut.

- 1.2. Nothing in this Agreement shall be construed as creating any financial relationship between the Parties.

2. PROVISIONS & RESPONSIBILITIES

The Parties agree that they will encourage cooperation under this agreement through an Undergraduate Exchange Program on the terms set forth in Attachment 1 attached hereto and incorporated herein.

3. TERM, AMENDMENT AND TERMINATION OF AGREEMENT

- 3.1. **Term.** This Agreement will be in effect for a period of five (5) years commencing on the date upon which the Agreement is fully executed by the Parties.
- 3.2. **Amendment.** Any modifications to this Agreement will be made by written amendment between duly authorized officials of the Parties and, if required, approved by the Attorney General of the State of Connecticut.
- 3.3. **Renewal.** Before termination, the Universities may extend the agreement, expressly and in writing for successive periods of five (5) academic years.
- 3.4. **Termination.** Either Party may cancel this Agreement upon twelve (12) months written notice sent to the other Party at the address provided in the Section 11 of this Agreement, provided that any current students participating in an exchange program shall complete the program in accordance with the terms and conditions set forth in Attachment 1 of this Agreement.

4. PAYMENT PROVISIONS

Payment provisions shall be stated in relevant Program/Project Attachments or subsequent Project Agreements or Addenda executed by the Parties and, if required, approved by the Office of the Attorney General of the State of Connecticut.

5. MARKETING

All Marketing Materials utilized by either Party that contain reference to the other Party must receive prior written approval from the respective Party. "Marketing Materials" is defined as any advertisement or form of written communication in print or electronic form used for the purpose of student recruitment that contains reference to the Party.

6. ASSIGNMENT AND EXCLUSIVITY

This Agreement may not be assigned by either Party without prior written consent of the other Party. This Agreement is entirely non-exclusive and will not preclude either school from fully engaging in agreements and relationships with other schools and institutions internationally.

7. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The Parties acknowledge that they may be given access to student education records in the course of performing their obligations pursuant to this Agreement. The Parties acknowledge that such information is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA") and agree that they will utilize such information only to perform their obligations under this Agreement and for no other purpose. The Parties further agree that they will not disclose such information to any third party without the prior written consent of the student to whom such information relates.

8. FORCE MAJEURE

If the performance of a Party's obligations under this Agreement is rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of that Party, then each Party's obligations to the other under this Agreement shall be excused and neither Party shall have any liability to the other under or in connection with this Agreement.

9. LIABILITY

Neither Party shall be responsible to the other Party for any punitive or special damages, indirect or consequential loss or damages or similar, such as, but not limited to, loss of profit, loss of revenue or loss of contracts.

10. INSURANCE

Each Party agrees that, to procure and maintain, at its own cost, sufficient insurance coverage, including public liability insurance or equivalent, as would be usual or prudent for a comparable institution to maintain in respect of the activities carried on by that Party pursuant to this Agreement. Each Party agrees to provide evidence of such insurance to the other Party on that Party's reasonable request.

11. NOTICE

All notices required, or which may be given hereunder, shall be mailed to:

If to UConn:

Contact: 5.1, lid 2, e
Director of Global Partnerships
Address: Global Affairs
University of Connecticut
368 Fairfield Way, U-4182
Storrs, CT, USA 06269-4182
United States of America
Email: 5.1, lid 2, i
Website: <http://globalpartnerships.uconn.edu>

If to UvA:

Name: 5.1, lid 2, e Director
Address: International Student Affairs
University of Amsterdam
Roetersstraat 11, Building E1
1018 WB Amsterdam
The Netherlands
Email: 5.1, lid 2, i
Website: <http://www.uva.nl/exchange>

12. STATE OF CONNECTICUT REQUIRED PROVISIONS

References in this section 12 to "contract" shall mean this Agreement and references to "contractor" shall mean UvA.

12.1. Statutory Authority. Connecticut General Statutes §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide UConn with authority to enter into contracts in the pursuit of its mission.

12.2. Applicable Law. All research, teaching and other activities conducted under this Agreement must be conducted in accordance with the laws, rules, and regulations applicable to each institution. In the case of the University of Connecticut, these are the laws, rules, and regulations of the University of Connecticut, the State of Connecticut and the United States. In the case of the University of Amsterdam, these are the laws, rules, and regulations of Amsterdam, The Netherlands.

12.3. Indemnification. The Contractor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from its negligent acts or omissions in connection with the performance of this Agreement.

12.4. Claims. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court, or courts or tribunals of any other country, including those of The Netherlands, or any arbitral tribunal or panel, in addition to, or in lieu of, said Chapter 53 proceedings.

12.5. Dispute: If any disputes arise out of this Agreement, the Parties agree to seek non-litigious means to resolve them. The Presidents of the Parties or their designees shall attempt to resolve any dispute or misunderstanding through collaboration.

13. ENTIRE AGREEMENT

This Agreement is the entire agreement between UvA and UConn and supersedes and rescinds all prior agreements relating to the subject matter hereof. The Parties acknowledge and agree that they have read and freely signed this Agreement and that their duly authorized representatives have signed this Agreement after having carefully read and understood the same. This Agreement is executed in triplicate (in English), each of the triplicates being deemed original.

FOR THE UNIVERSITY OF CONNECTICUT

5.1, lid 2, e

By _____ Date: 1/28/16
Dr. _____
Pr _____ ce President
for Academic Affairs

5.1, lid 2, e

By _____ Date: 1-26-16
Dr. _____
Vice Provost for Global Affairs

FOR THE UNIVERSITY OF AMSTERDAM

5.1, lid 2, e

By _____ Date: 3 FEB. 2016
Dr. _____
Acting President and Rector Magnificus

5.1, lid 2, e

By _____ Date: 2-18-2016
Dr. _____
al Student Affairs

ATTACHMENT 1: UNDERGRADUATE EXCHANGE PROGRAM

1. DEFINITIONS

- 1.1.** "Home Institution" is the University where the student is matriculated and from which he/she is pursuing a degree.
- 1.2.** "Host Institution" is the University where the student is temporarily studying during the exchange period.
- 1.3.** "Party" will refer to UConn and UvA individually, and "Parties" refers to UConn and UvA jointly.
- 1.4.** "Exchange Program" means an educational program which permits Exchange Students, as described in section 1.5, to temporarily study at the Host Institution for an agreed duration on a non-award basis, under a reciprocal exchange arrangement with the Home Institution.
- 1.5.** "Exchange Student" means an undergraduate student enrolled at the Home Institution and approved by the Home Institution to participate in the Exchange Program at the Host Institution.
- 1.6.** "Semester place" refers to one student attending the host institution for either the fall or spring semester. An academic year comprises two semester places.

2. PROGRAM OBJECTIVE

The primary objective of this Agreement is to create a means for cooperative efforts between the Parties to promote the academic interchange of undergraduate students, as well as academic and research information, and establish a reciprocal exchange program of common interest and expertise. This arrangement includes the following components:

- 2.1.** To enable Exchange Students to obtain academic credit at their Home Institution for course work taken at the Host Institution;
- 2.2.** To allow Exchange Students to attend the respective Institution for one or two semesters and to enjoy all privileges granted to matriculating students at the Host Institution;
- 2.3.** To allow both Parties to work closely together in an effort to deepen the relationship beyond this Exchange Program towards future areas for collaboration that may include exchanges of graduate students, faculty collaborative research, projects, symposia, and team-taught courses using multiple technology; and

- 2.4. To deliberate collegially regarding curriculum and academic standards required in the course descriptions and requirements, to ensure that all courses meet the required academic standards of each Party.

3. COLLABORATIVE COMMITMENT FOR STUDENT EXCHANGE

The Parties agree to the following:

- 3.1. This Exchange Program shall begin upon the commencement of the Host Institution's Fall 2015 academic semester.
- 3.2. Each Party will promote student interest in the Exchange Program and facilitate enrollment for the following target number of students at each institution during each year of the term of this Agreement, unless otherwise agreed upon by mutual consent: eight (8) undergraduate semester places;
- 3.3. Should the number of students who engage in this exchange become out of balance, the party that has accepted the greater number of students may suspend acceptance of incoming students. Meanwhile the party that has accepted fewer students would continue to accept students until the final number of students having participated in the program from each institution is equivalent;
- 3.4. The duration of an Exchange Student's stay shall not exceed two semesters and not be less than one semester;
- 3.5. The Host Institution will register Exchange Students as non-degree, non-graduating students for the duration of their study at the Host Institution. This Agreement excludes any expectation of transfer to the graduating program of the Host Institution, other than enrolment in accordance with local rules and regulations for such graduating program;
- 3.6. Each Party will enable Exchange Students to obtain academic credit at their Home Institution for course work taken at the Host Institution;
- 3.7. The Host Institution will waive tuition and all fees of the Host Institution for Exchange Students, except for those costs described in Section 5 below, which costs are borne by each Exchange Student;
- 3.8. Students who have met the academic criteria mutually agreed upon by the Parties will be accepted into the Exchange Program. The Host Institution will, however, reserve the right to reject any candidate from the Home Institution, in which case the Home Institution may nominate additional candidates for consideration. The Host Institution will comply with its non-discrimination policy with respect to the selection and participation of students in the Exchange Program;

- 3.9. Each Party will inform the Coordinating Representative of the other Party (listed in Section 7 of this Attachment) on or before the mutually-approved deadlines of the number of Exchange Students enrolled each semester through the Exchange Program, their course selections, and other relevant student information as it is determined;
- 3.10. The Host Institution will make all reasonable efforts to provide Exchange Students with access to, or facilitate the acquisition of, safe and clean housing that will allow Exchange Students to live with other students at the Host Institution;
- 3.11. The Home Institution will recognize academic credit for courses taken at the Host Institution by Exchange Students for major and/or graduation requirements of the Home Institution;
- 3.12. The Host Institution will issue a notification of an Exchange Student's results/grades to the Home Institution upon completion of the duration of the Exchange Program; however, it shall be the sole responsibility of the Home Institution to determine how many credit units each Exchange Student may receive for courses taken at the Host Institution;
- 3.13. The Host Institution will provide program handbooks, or the electronic equivalent information, which state the program rules, regulations and academic policies; these resources will contain information concerning living and studying in each country, safety and emergency procedures, emergency phone numbers, and other pertinent information;
- 3.14. Each Party will provide required information and documentation to the Coordinating Representative of the other Party in a timely fashion so that all Exchange Students have time to obtain the necessary visa permits, health policies, and immunizations prior to arrival at the Host Institution;
- 3.15. Each Party will allow representatives from the other to visit, monitor, and evaluate the Exchange Program as needed;
- 3.16. The Host Institution will make available any co- and extra-curricular activities to the Exchange Students as are normally provided to the Host Institution's students;
- 3.17. The Home Institution will provide the Host Institution with a prescribed and completed application form and a copy of a current transcripts for each student applying to be an Exchange Student;
- 3.18. The Home Institution will make all reasonable efforts to ensure that Exchange Students are aware of their responsibility to obtain the necessary immunization and

health insurance, as required by the Host Institution, prior to departure from the Home Institution and which must be valid for the duration of their stay in the country of the Host Institution;

- 3.19. Exchange Students will be subject and accountable to all academic policies, standards of conduct of each Party, as well as all required application and travel documentation; and
- 3.20. Each Party will make all reasonable efforts to ensure that the number of the Parties' Exchange Students will balance over the term of this Agreement. To achieve this balance the Parties will determine, by mutual written agreement, the number of students to be exchanged each academic year.

4. FINANCIAL RELATIONSHIP, TUITION/FEES, COSTS AND RESPONSIBILITIES

- 4.1. Financial Relationship: Nothing in this Agreement shall be construed as creating any financial relationship between the Parties. This Agreement will be construed as a statement of intent to foster genuine and mutually beneficial academic cooperation and any subsequent agreement as to costs or fees related to the Exchange Program shall be made in writing between the Parties and, if required, approved by the Office of the Attorney General of the State of Connecticut.
- 4.2. Tuition and Fees: As stipulated herein, each Host Institution will provide tuition and fee waivers for the Exchange Students, except those described in Section 4.3 of this Attachment. Exchange Students will continue to pay tuition to the Home Institution as well as other mandatory fees as defined and required by the Home Institution for the duration of the Exchange Program.
- 4.3. Student Housing and Miscellaneous Costs: All Exchange Students must register and pay their own housing and other related costs as defined and required by the Host Institution, including but not limited to the following costs:
 - (a) Transportation to and from the Host Institution;
 - (b) Room and board expenses, including meals;
 - (c) Books, clothing, and personal expenses, including phone and equipment expenses;
 - (d) International health insurance valid at the Host Institution;
 - (e) Mandatory student activity and transportation fees;
 - (f) Passport, visa and related application or renewal costs;