

(g) The use of non-academic or non-obligatory facilities, services, and functions at the Host Institution, which may require the payment of fees by the Exchange Student on a fee-for-service basis; and

(h) All other debts personally incurred by Exchange Students during participation in the Exchange Program.

5. STUDENT CONDUCT

Violation of either Party's rules or regulations regarding student conduct by an Exchange Student at the Host Institution may lead to disciplinary action by the Host Institution against an Exchange Student, including suspension and expulsion from the Exchange Program, and will be addressed according to the Host Institution's established procedures.

6. MISCONDUCT REPORTING

If the Host Institution becomes aware that an Exchange Student is the victim of, or accused of, a crime, violation or alleged violation of any of its policies, procedures, rules or regulations, the Host institution shall respond in accordance with the following requirements:

6.1 Upon becoming aware that an Exchange Student is the victim of, or accused of, a crime, violation or alleged violation of any of the policies, procedures, rules or regulations of the Host Institution, including sexual harassment or assault, then the Host Institution shall immediately, in accordance with local laws applicable to each Party, provide sufficient information to the Home Institution regarding or relating to the alleged violation to allow the Home Institution to comply with its applicable laws, policies, procedures, rules or regulations. Such information shall be provided regardless of the Exchange Student's request for confidentiality.

6.2 The Host Institution must advise the alleged victim/survivor of all reporting options, as well as legal, counseling, academic, and medical resources that may be available to his or her. If an Exchange Student is the accused, s/he shall receive written notice from the Host Institution 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 Institution. The accused must also be advised of any resources that may be available.

6.3 The Host Institution shall promptly, thoroughly, and objectively investigate every complaint involving an Exchange Student and afford the Home Institution reasonable opportunity to have its designated representative(s) present for all proceedings, including interviews and hearings, involving the Exchange Student's case to the extent permissible under the Host Institution's policies and procedures. In the event the Home Institution cannot or elects not to be present, the Host Institution will share with the Home Institution 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.

6.4 In matters involving an Exchange Student accused of or alleging sexual harassment or sexual violence, the Home Institution 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.

6.5 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 an Exchange Student, the Host Institution agrees to exercise reasonable efforts to:

- (a) Immediately notify the Home Institution of such allegations, regardless of the participating student's request for confidentiality;
- (b) Advise the Exchange Student of all reporting options, as well as legal, academic, counseling, and medical resources that may be available;
- (c) Promptly consider any requests by the Exchange Student initiating the complaint to change his/her:
 - i. housing, including, but not limited to, dormitories, homes and apartments; and
 - ii. academic assignments which should include any classes and activities connected with the Exchange Program.
- (d) 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 Program's activities, or requiring the accused to change housing arrangements pending the outcome of the proceedings;
- (e) Promptly conduct a full and impartial investigation of the allegations;
- (f) Promptly take steps to prevent retaliation; and
- (g) Promptly notify the Home Institution of the final disposition of such cases and, upon request, provide copies of all materials relative to the investigation.

- 6.6** If the accused is found responsible by the Host Institution in any such case, the Host Institution shall take measures which, at the very minimum, keep the accused separated from the victim for the duration of the Exchange Program and take all necessary action required to deter any future harassment or retaliation.
- 6.7** Exchange Students remain subject to the Home Institution's student code of conduct as well as any student code of conduct of the Host Institution. The Home Institution 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 Institution, (2) de novo or (3) a combination of both. The Home Institution 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.

7. COORDINATING REPRESENTATIVES

To facilitate the program of cooperation, each institution will appoint an administrator mandated to administer and coordinate all aspects of the Exchange Program.

UConn:

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

UvA:

Contact: 5.1, lid 2, e Director,
International Student Affairs
Address: Binnengasthuisstraat 9,
1012 ZA
University of Amsterdam
The Netherlands
Phone: 5.1, lid 2, e
Email: 5.1, lid 2, e
Website: www.uva.nl

FOR THE UNIVERSITY OF CONNECTICUT

5.1, lid 2, e

ate: 1.26.16

Vice Provost for Global Affairs

FOR THE UNIVERSITY OF AMSTERDAM

5.1, lid 2, e

Date: 2-18-2016

nal Student Affairs

MEMORANDUM OF AGREEMENT**BETWEEN**

**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
UNITED STATES OF AMERICA**

AND

**UNIVERSITY OF AMSTERDAM
THE NETHERLANDS**

This Memorandum of Agreement (this "Agreement") is by and between the Board of Trustees of the University of Illinois ("UIC") and University of Amsterdam, Amsterdam, the Netherlands, effective as of the last signature date below. The parties wish to establish cooperative relations and hereby agree as follows:

AREAS OF COLLABORATION,

Subject to the availability of funds and the approval of authorized officials of UIC and University of Amsterdam, respectively, collaboration between the two parties will be undertaken through activities or programs such as exchange of students and fellows.

The terms and budget for each program or activity implemented under this Agreement shall be mutually agreed upon in writing prior to its initiation. Each agreed upon collaboration and the accompanying terms and budget shall be set forth in an addenda attached to this Agreement and subject to the terms of this Agreement.

Each party shall designate a liaison officer to facilitate timely and accurate communications between the parties.

For the purposes of this Agreement and all addenda attached hereto encompassing specific agreed upon programs between UIC and University of Amsterdam, it is understood and agreed that neither party shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement and all addenda attached hereto shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

MISCELLANEOUS

This Agreement shall remain in force for a period five (5) years from the date of the last signature below, with the understanding that either party giving ninety (90) days advance written notice to the other party may terminate it for any reason.

The parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed in writing. If the parties cannot resolve any dispute amicably through negotiation, either party may terminate this Agreement in accordance with the terms hereof.

Neither party is agent, employee, legal representative, partner or joint venturer of the other. Neither party has the power or right to bind or commit the other.

This Agreement and all exhibits and attachments attached hereto embody the entire understanding of the parties and will supersede all previous or contemporaneous communications, either verbal or written, between the parties relating to this Agreement.

This Agreement shall bind, and inure to the benefit of, the parties and any successors to substantially the entire assets of the respective party. Neither party may assign this Agreement without first obtaining the prior written consent of the other party, and any attempted assignment is void.

No modification to this Agreement will be effective unless confirmed in a written amendment signed by each party's authorized representative. Such amendment, once approved by both parties, will become part of this Agreement.

Each party represents that the individuals signing this Agreement on its behalf are authorized, and intend, to bind the organization in contract.

The parties may sign this Agreement in one or more counterparts, each of which constitutes an original and all of which together constitute the Agreement. The parties agree that facsimile signatures may substitute for, and will have the same effect as, the original for all purposes.

Neither party will use the name of the other party, nor the name of any employee, or student of the other party, or any abbreviations thereof, in any form of advertising or publicity without the express written permission of the other party and, if an individual's name be concerned, of that individual.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below their respective signature.

**FOR THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

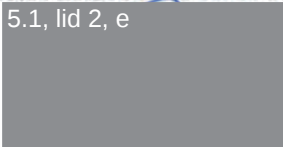
By:  _____

Title: Comptroller

Date: 7/18/17

FOR UNIVERSITY OF AMSTERDAM

5.1, lid 2, e

By:  _____

Title: President

Date: _____



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ADDENDUM I
TO THE
MEMORANDUM OF AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

AND

UNIVERSITY OF AMSTERDAM
THE NETHERLANDS

Student Exchange

The Board of Trustees of the University of Illinois on behalf of its campus in Chicago, Illinois, hereinafter referred to as UIC, and University of Amsterdam, the Netherlands, hereinafter referred to as 'UvA', hereby incorporate this Addendum I in their Memorandum of Agreement, both documents to be signed simultaneously.

PART I: STUDENT EXCHANGE

Participants will be UIC-LAS and 'UvA' graduate and undergraduate students. Participants must be enrolled at the home institution as full-time, degree-seeking students for an entire academic year prior to departure for the exchange program. If admitted, participants will be full-time, for credit, non-degree students at the host institution.

Permissible quotas unused in any one year may be transferred to subsequent year(s) but are not to result in more than two exchange students per academic year for each of the partner institutions. The parties will address imbalances in as timely a manner as possible.

The home institution will nominate applicants, and will submit on their behalf, complete applications to the host institution. The host institution retains the right to refuse any applicant if the applicant does not fulfill the minimum requirements of the host institution and those specific to the College/Department to which application is made. The host institution reserves the right to exclude students from restricted enrollment programs. Exchange student applications under this program will be evaluated according to the criteria and policies that govern this agreement, the host institution, and the corresponding on-campus program.

PART I: STUDENT EXCHANGE

- A. Participants will be UIC's and UvA's and graduate and undergraduate students in academic fields that exclude professional schools. They must be enrolled at the home institution as full time students before departure for the exchange program. Per agreement, both institutions will send one (1) exchange student per semester beginning with the 2017-18 academic year, unless modified by mutual agreement. Per agreement, other equivalent combinations of number of exchange students and duration of study may be substituted.
- B. Any one year imbalance may be transferred to the subsequent year(s) but are not to exceed a maximum of one (1) exchange students per semester. One (1) is the maximum number for a possible imbalance of students exchanged.
- C. All exceptions to this clause will be approved by authorized individuals of both institutions, in accordance with the terms of the Memorandum of Agreement.

Student Responsibilities

Students participating in this program will be informed before enrolling in this program of the following responsibilities:

- After being accepted to the exchange program, exchange students must abide by all rules, statutes, procedures, and regulations of the host institution and be responsible for those of the home institution as well.
- Compliance with immigration rules and regulations are the personal responsibility of the program participant.
- Students will pay tuition and fees to their home institution. In addition, exchange students will be financially responsible for all UIC applicable fees, and other expenses as detailed in Appendix A to this document. Students applying to UIC as exchange students under this agreement must complete Appendix A and submit it as part of their application packets.
- Any academic credit earned at the host institution may be transferred to the home institution in accordance with academic policies determined by the latter. For more information on UIC's procedures for requesting official transcripts please see http://www.uic.edu/depts/oar/student_records/transcripts.html

Institutional Responsibilities

Each institution will:

- Appoint a faculty member or staff member to serve as coordinator for this program.
- Inform students participating, in writing, of the goals, regulations, and students' responsibilities, as in Students Responsibilities, and Appendix A.
- Provide participants with guidance on resources concerning immigration rules and regulations, when requested.
- Submit nominations and complete applications by the host institution's established deadlines.

The partner institutions will

- Provide pre-departure orientation and orientation upon arrival, and will maintain contact with participating students during the course of the exchange.
- Assist, to the best of their ability, exchange students participating in this program in finding appropriate and acceptable housing accommodations, such cost to be borne by the participant/s.

Both institutions will make available application packets. These will be inclusive of application deadlines and class schedule information. The information will be annually revised. If admission requirements are revised, each institution must inform its exchange partner in writing.

UvA will submit the enclosed Appendix A signed by student applicant. Such form signed will be sent to UIC along with the application packet.

Program Completion

Both parties accept the responsibility to inform UvA students who will be at UIC under this agreement of the following: Students participating in this exchange program who wish to start an academic program as degree seeking students should be aware that under the Department of State's Exchange Visitor Program such an action would be considered a change in category. Therefore, upon completion of the exchange program, such students who plan to attend UIC or any other U.S. institution of higher education should plan to return to their home country and apply for a new visa with a new **DS-2019**, before starting the new academic program.

Students participating in this exchange program cannot change to degree seeking under the J-1 Exchange Program in the U.S. N.B. 07/13/17

Upon completion of the exchange program at the host institution, the student must return to his/her home institution. Any extension of stay must be approved in writing by both cooperating institutions and appropriate governmental authorization obtained. If an exchange student wishes to apply for degree status, the student is subject to all

*07/13/17
The appropriate immigration document. J-1.*

academic and financial requirements in accordance with the host institution's admission policy.

The parties acknowledge that if accepted to a degree program, the student will no longer be considered a participant in the exchange program.

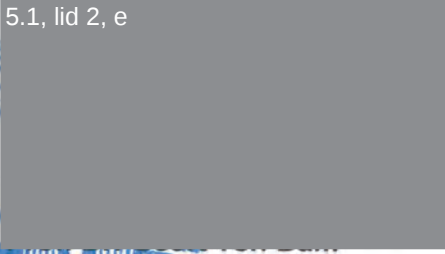
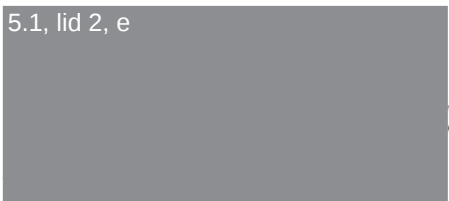
PART II: RENEWAL, TERMINATION AND AMENDMENT

This program shall be binding upon UIC and UvA unless it is amended or cancelled in whole or in part by written mutual consent. In the event this program is cancelled, students enrolled at the time of the cancellation will be allowed to complete the program under the terms of the program at the time it was agreed to, including its financial terms.

This addendum is written in English, two originals, all texts being equally valid.

This agreement shall be binding upon signing by authorized individuals of the University of Illinois and University of Amsterdam, and shall be effective as of the date last written below.

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

SIGNED for and on behalf of UNIVERSITY OF AMSTERDAM by 5.1, lid 2, e  President DATE <u>18/7/2017</u>	SIGNED for and on behalf of UNIVERSITY OF ILLINOIS by 5.1, lid 2, e  Comptroller DATE <u>7/18/17</u>
--	--

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

This First Amendment dated as of the date of last signature below (the "First Amendment") amends the Student Exchange Agreement between the University of Amsterdam and the University of Maryland. The University of Amsterdam and the University of Maryland may each be referred to as a "party" or collectively, the "parties."

The University of Amsterdam and the University of Maryland entered into a Student Exchange Agreement dated 2 June 2021 (the "Existing Agreement");

The parties wish to modify Clause Appendix A, GDPR, Student Mobility Standard Contractual Clauses, of the Existing Agreement relating to Data Protection;

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. Appendix A is replaced with Standard Contractual Clauses attached in the First Amendment.
3. 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.
4. 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.

UNIVERSITY OF AMSTERDAM

5.1, lid 2, e

Prof.

Presi

Date

UNIVERSITY OF MARYLAND

5.1, lid 2, e

Senior Vice President and Provost

Date 1/6/2023

Appendix A: Standard Contractual Clauses

STANDARD CONTRACTUAL CLAUSES

Controller to 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**

¹ Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC ([OJ L 295, 21.11.2018, p. 39](#)), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision 2021/915.

- (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 8.5 (e) and Clause 8.9(b);
 - (iii) N/A
 - (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

² This requires rendering the data anonymous in such a way that the individual is no longer identifiable by anyone, in line with recital 26 of Regulation (EU) 2016/679, and that this process is irreversible.

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 benefitting 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;

³ The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

- (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

N/A

Clause 10

Data subject rights

- (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. ⁽⁴⁾ The data importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information

⁴ That period may be extended by a maximum of two more months, to the extent necessary taking into account the complexity and number of requests. The data importer shall duly and promptly inform the data subject of any such extension.

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

- (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

- (a) 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 ⁽⁵⁾;
 - (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).
 - (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. 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 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

⁵ As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

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.
- (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.).
- (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.
- (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 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. 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.

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. 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: University of Amsterdam

Address: Spui 21 (1012 WX), Amsterdam, The Netherlands

Contact person's name, position and contact details: 5.1, lid 2, e, President.

Security breaches can be reported to the UvA by sending an email to 5.1, lid 2, i or, if relevant, to another contact designated by the UvA during the term of this Processing Agreement

Contact details DPO: 5.1, lid 2, i

Activities relevant to the data transferred under these Clauses:

Provision of student data for the purpose 5.1, lid 2, exchange

Signature and date: 11/01/2023

Role (controller/processor): Controller

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

Name: The University of Maryland College Park

Address: College Park, MD 20742, USA

Contact person's name, position and contact details: 5.1, lid 2, e Chief Data Privacy Officer, 5.1, lid 2, i

Activities relevant to the data transferred under these Clauses:

Provision of student data for the purpose of student exchange

Signature and date: 5.1, lid 2, e January 9 2023

Role (controller/processor): Controller

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:

(exchange) students

Categories of personal data transferred:

The data exporter transfers the following categories of data: first name, last name, date of birth, field and degree level of study, e-mail address, residential addresses, contact details, emergency contact details, copy of ID document (e.g. passport), intended duration of the stay, language level (including proficiency tests if required), financial statements, and study results.

The host university transfers the following categories of data: study results.

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:

No sensitive data is transferred (e.g. social security numbers, racial or ethnic origin, political opinions, religion or belief, trade union membership, genetic or biometric data for the purpose of unique identification, health, sexual life, criminal history).

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

Data is transferred within the context of student exchange.

Nature of the processing:

The reciprocal sharing of information required for the exchange of students. The home university provides information about the student to the host university. The host university shares the results obtained to the home university.

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

Student Exchange.

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

All personal data will be retained for as long as necessary. This includes retention for legal obligations under the law of the host university. All personal information of the student is deleted when there is no longer need for retention.

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

N.a.



C. 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.

5.1, lid 2, h





5.1, lid 2, h



UNIVERSITY
OF AMSTERDAM

**AGREEMENT FOR RECIPROCAL STUDENT EXCHANGES
BETWEEN**

**THE UNIVERSITY OF MARYLAND, COLLEGE PARK
COLLEGE PARK, MD, U.S.A.**

AND

**THE UNIVERSITY OF AMSTERDAM
AMSTERDAM, THE NETHERLANDS**

This Agreement, effective as of the date of last signature below, is entered into by and between the University of Maryland, College Park ('UMD'), a public agency and instrumentality of the State of Maryland located in College Park, Maryland, USA, and the University of Amsterdam ('UvA'), a public institution of higher education located in Amsterdam, the Netherlands.

A. Purpose: The purpose of this agreement ('Agreement') is to enable students from the Home Institution to enroll in courses and participate in student life, but not to pursue a degree at the Host Institution. These privileges extend to the nominated and admitted exchange students and not to any family members who may accompany them.

B. Definitions:

1. 'Academic year' in the context of UMD spans from late August to the middle of May of the following year. 'Academic year' in the context of UvA spans from beginning of September to end of June of the following year.
2. 'Semester in the context of UMD refers either to the 'Fall Semester', which commences in late August and ends in the middle of December, or 'Spring Semester', which commences in late January and ends in the middle of May. 'Semester' in the context of UvA refers to either 'Fall Semester', which commences in the first week of September and ends by the end of January, or 'Spring Semester', which commences in the first week of February and ends at the end of June.
3. 'Home Institution' refers to the higher education institution at which a student is officially enrolled as a degree candidate.
4. 'Host Institution' refers to the higher education institution that has agreed to receive students from the Home Institution for one or two semesters as credit-earning, non-degree students.

C. Selection of Students

1. Beginning in UMD Academic Year 2021-2022 and continuing for each subsequent year for the duration of the Agreement, it is the parties' intention to exchange **seven (7)** semester spots. In addition to the above places, **four (4)** semester places are reserved for students from the Amsterdam University College (AUC) at UvA and the Honors College (HC) at UMD. These places can be occupied by undergraduate students from other Colleges and Schools when left unoccupied. The two categories of students (AUC/HC & other disciplines at both UvA and UMD) will be counted as separate balances. The parties may increase or decrease the maximum number of semesters at any time by mutual written agreement.
 - a. It is the parties' desire that an equal number of semesters will be exchanged between the two institutions by the end of the Agreement. Every effort will be made to maintain a balanced exchange from year to year.
 - b. It is recognized that circumstances may preclude an equal exchange of semesters in a particular year. Any such imbalances may be carried over from one Academic Year to the next Academic Year. Every effort will be made in the following year to restore the balance.
 - c. Either institution may refuse admission to additional incoming exchange students until the semester exchange balance is restored.
2. This exchange is open to all undergraduate students from the Home Institution. Both universities recognize that courses in some academic areas may be restricted. In these instances, the Host Institution will inform the Home Institution as early as possible of such restrictions and work with the Home Institution to find alternatives.
3. Exchange students must meet the admission requirements of the Host Institution. Qualifications will include academic capabilities and standing, scholarly interests, communication skills and competency in the Host Institution's language. The language of instruction at UMD is English. The language(s) of instruction at UvA are Dutch and English.
4. After screening students for eligibility, the Home Institution will forward to the Host Institution by an agreed upon date prior to the date of intended enrollment at the Host Institution a list of recommended applicants and their application materials and, if required, qualifications.
5. The Host Institution shall have final authority on admission decisions. The Host Institution will forward to the Home Institution by an agreed upon date prior to the date of intended enrollment at the Host Institution the list of students it has selected.
6. The Host Institution will issue an invitation to the Home Institution and to each student that it has selected. The student must accept this invitation in writing as a condition of receiving assistance on immigration matters from the Host Institution. The Home Institution must acknowledge receipt of the acceptance of the offer by the student.

D. Academic Program

1. Exchange students will enroll as non-degree, credit-earning students at the Host Institution. Each student shall enroll in at least that number of course credits that qualifies the student as having full-time status each semester during the exchange.

2. The Host Institution will provide at least four months in advance of the semester course descriptions and, to the extent possible, syllabi to the students and their Home Institution academic advisors to assist them in selecting courses and deciding whether academic courses taken at the Host Institution are acceptable to the Home Institution and whether credits earned at the Host Institution may be transferred to the Home Institution. The Host Institution will also make every effort to provide students and their Home Institution advisors information on courses in other disciplines that may be available to exchange students.
3. If an exchange student voluntarily withdraws from enrollment at the Host Institution after the beginning of classes at the Host Institution, the student will be considered to have completed the exchange program with the Host Institution, and the planned duration of the exchange will be counted toward the semester exchange balance, although the student will not receive academic credit. There will be no replacement for an exchange student who voluntarily withdraws after the beginning of classes at the Host Institution.
4. Except as set forth in this Section and Section D.8 below, exchange students will be subject to the academic and conduct policies of the Host Institution throughout their exchange. The Host Institution reserves the right to dismiss any student whose academic standing or conduct warrants such action. In addition, the Home Institution reserves the right to hold its students accountable during the exchange to its own academic and conduct policies. When practicable, the institutions will inform each other before taking final action that substantially effects a student's continuation in the exchange. If a student is dismissed for disciplinary or academic reasons before the end of the Academic Semester or Year then in effect, the student will be considered as having completed the exchange program with the Host Institution, and the planned duration of the exchange will be counted toward the semester exchange balance, although the student will not receive academic credit. There will be no replacement for a dismissed exchange student.
5. The Host Institution will provide academic achievement reports for all exchange students, normally in the form of a transcript, to the Home Institution. Any student who files a written request for a transcript before the final examination period begins at the Host Institution will receive that transcript no later than six weeks from the last day of final examinations at the Host Institution.
6. The Home Institution may grant credit for courses completed at the Host Institution in accordance with the Home Institution's policies and procedures.
7. The rights to and ownership of any intellectual property and/or data that exchange students may develop, conceive, create or collect during their stay at the Host Institution will be subject to negotiation between the two institutions.
8. UMD will secure written authorizations from its students and exchange students that allow both institutions to provide information protected from disclosure under the Family Educational Rights and Privacy Act to one another.

E. Student Responsibilities and Expenses

1. Exchange students will register at their Home Institution and pay tuition and fees of their Home Institution to their Home Institution; they will be exempt from paying Host Institution tuition to the Host Institution. Exchange students will not be responsible for paying academic, course or other fees to the Host Institution. Students coming to UMD will be responsible for paying the

UMD student activity fee; the amount of this fee will be communicated to the Home Institution at least four months prior to the beginning of the Academic Year.

2. Exchange students will be personally responsible for purchasing and maintaining throughout the exchange any health/medical insurance required by the Host and Home Institutions. The Host Institution will assist incoming participants as needed in identifying available health insurance options. If the Host Institution's policies support the exchange student's use of private insurance, the Host Institution (a) may require exchange students to provide documentation of such coverage, and (b) reserves the right to approve or reject such coverage. All such insurance policies shall include repatriation and remains coverages.
3. Exchange students will be solely responsible for paying their own international travel, local transportation, housing, food, books, supplies, and all related costs, as well as all other living and entertainment and cultural expenses. Neither UMD nor UvA will be responsible for any of these costs.
4. Exchange students will be responsible for familiarizing themselves with and abiding by the regulations and performance standards of the Host Institution, as well as with the customs and laws of the Host Institution country. The Host Institution will assist exchange students in understanding local regulations and customs. The Host Institution will inform exchange students where students may locate or how they may acquire a copy of Host Institution policies.

F. Host Institution Responsibilities

1. The Host Institution will assist exchange students, to the fullest extent possible, in obtaining visas and other documents required by the government of the host country. In order to comply with U.S. government regulations, students coming to UMD will be required to provide to UMD proof of liquid finances sufficient to cover all expenses described in Section E for their exchange. Upon satisfactory submission of all required documentation, UMD will provide the exchange participant with the appropriate immigration documents for the exchange program.
2. The Host Institution will allow exchange students to participate in pre-academic courses or programs that the Host Institution offers to foreign students, should space allow and provided the exchange students pay the published price for such participation. The Host Institution will provide exchange students with a Host Institution identification card, or the equivalent thereof, and an orientation to the Host Institution and its local environs.
3. The Host Institution will assist exchange students in identifying appropriate housing but will not be responsible for providing housing unless otherwise agreed to in writing with the Home Institution.
4. The Host Institution will provide appropriate support services, including emergency assistance, commensurate to those services it provides for Home Institution students. In the event an exchange student gives notice of a need for accommodations due to a disability, the Host Institution will provide accommodations in accordance with applicable laws and regulations; the Home Institution will cooperate with the Host Institution to identify funding available from the Home Institution or home country that can be applied to student's exchange.
5. The liability of university UvA, with respect to actions and events which are covered by UvA's insurance policies as referenced in Section F.7. below, shall be limited to the amount paid by the insurance company except in the case of gross guilt and/or serious negligence. UMD's liability

shall be governed exclusively in accordance with the Maryland Tort Claims Act (Maryland Annotated Code, State Government Article, Title 12, as amended from time to time).

6. 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. UvA shall, at its own cost, purchase and maintain a minimum of an equivalent of 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. UMD is self-insured pursuant to Annotated Code of Maryland, State Finance and Procurement Article, Title 9, as amended from time to time. UMD will be responsible for its own negligence in accordance with the Maryland Tort Claims Act.
8. In case of an epidemic (such as the Covid 19 pandemic) the Universities will help each other to take all the necessary, reasonable and fair measures for the Exchange students.

G. Agreement Duration

1. This Agreement shall commence on the Effective Date, first set forth above, and expire **five (5)** years thereafter unless earlier terminated or renewed under this Section.
2. The parties shall review activities conducted under this Agreement in the fourth year of each five-year period, for the purpose of deciding what, if any, modifications to make to this Agreement and/or to the program. The review will also assess the parties' success in achieving the semester balance up to the date of the review. The parties' representatives will prepare a joint report to be provided to both institutions.
3. The parties may renew this Agreement for additional five-year term by mutual written agreement.
4. Either party may terminate this agreement by providing written notice of termination to the other party, signed by a designated official of the party initiating termination, at least **six (6)** months prior to the termination's effective date. If terminated, specific undertakings originated before termination and still in progress at the time of termination shall continue until completion unless the parties agree otherwise in writing.

H. General

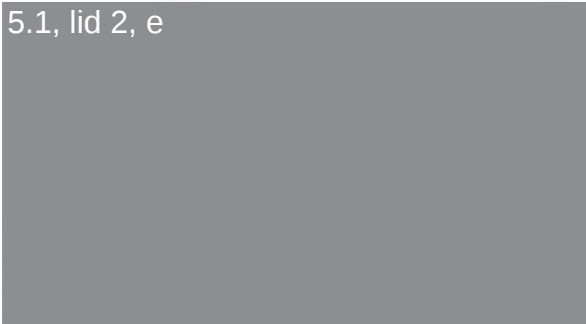
1. The relationship between UMD and UvA is that of independent contractors. Neither institution is nor shall be deemed to be a partner or agent of the other, and neither institution shall represent itself as such.

2. Neither institution shall be liable for the acts or omissions of the other institution, or its employees, agents or students.
3. Both parties subscribe to the principle of equal opportunity and do not discriminate on the basis of race, age, sex, sexual orientation, physical or mental disability, religion, ancestry or national origin, marital status, genetic information, political affiliation, and gender identity or expression. The parties shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of students that violate principles of nondiscrimination.
4. All activities and interactions during the exchange must comply with United States export control laws and regulations, including the Export Administration Act and Regulations and the Arms Export Control Act and International Traffic in Arms Regulations. These regulations govern the transfer of technology, software and equipment to foreign nationals, and may prohibit exchange students from receiving certain types of information or participating in particular research projects in particular situations at the Host Institution. Additional information about these laws is available through <http://www.bis.doc.gov/seminarsandtraining/seminar-training.htm> and <https://research.umd.edu/eco>.
Each party will protect all personal information in a manner consistent with legal and policy requirements as applicable to it, including those that relate to privacy, and to treat it as confidential and to ensure that it is collected, used, destroyed, and retained only as necessary for, and consistent with this agreement. Further details concerning the privacy obligations of Parties are stated in appendix A.
5. Each party will identify by written notice to the other party the office that has primary responsibility for the administration of programs conducted under this Agreement at that institution, and the person at that institution who is responsible for administration of these programs. Each party may modify its office or primary contact information by written notice to the other party's primary contact.
6. Notices required to be given by either party to the other under this Agreement shall be in writing, and shall be delivered by (a) email with documentation of receipt, (b) facsimile with documentation of delivery, (c) air mail, postage prepaid, or (d) any express transportation company, postage prepaid. Notices will be effective upon receipt.
7. All activities conducted under this Agreement are subject to and contingent upon the availability of funds.
8. The parties will use their best efforts to resolve any disputes that arise under this Agreement amicably. The individuals identified by each party as responsible for the administration of their program will first attempt to resolve any issues and if they are not successful, the parties will refer the matter to their signatories below for resolution.
9. This Agreement may be executed in multiple counterparts exchanged by facsimile or other electronic means of duly-signed duplicates hereof, each of which shall be deemed an original but together shall constitute one and the same agreement.
10. This Agreement may only be modified by written agreement, signed by authorized representatives of each party.

Accepted and agreed to:

University of Maryland, College Park

5.1, lid 2, e



Senior Vice President and Provost

5/27/21

Date

University of Amsterdam

5.1, lid 2, e



President of the Executive Board

2 June 2021

Date

cov901

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

This First Amendment dated as of the date of last signature below (the "First Amendment") amends the Student Exchange Agreement between the University of Amsterdam and the University of Maryland. The University of Amsterdam and the University of Maryland may each be referred to as a "party" or collectively, the "parties."

The University of Amsterdam and the University of Maryland entered into a Student Exchange Agreement dated 2 June 2021 (the "Existing Agreement");

The parties wish to modify Clause Appendix A, GDPR, Student Mobility Standard Contractual Clauses, of the Existing Agreement relating to Data Protection;

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. Appendix A is replaced with Standard Contractual Clauses attached in the First Amendment.
3. 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.
4. 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.

UNIV 5.1, lid 2, e

Prof. C
Presid

Date 11/01/2023

UNIVERSITY OF MARYLAND

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Senior Vice President and Provost

Date 1/6/2023

Appendix A: Standard Contractual Clauses

STANDARD CONTRACTUAL CLAUSES

Controller to 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**

¹ Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC ([OJ L 295, 21.11.2018, p. 39](#)), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision 2021/915.