

- (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, e ge

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

5.1, lid 2, e

Signature and date: 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.

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5.1, lid 2, h



UM Contract # UNIV-STA-00001153

Student Exchange Agreement between University of Amsterdam and University of Miami

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

PARTICIPATING PARTIES

- I. University of Amsterdam ("UvA")
- II. University of Miami ("UM")

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;

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

"Exchange" means the exchange of students between the Parties pursuant to this Agreement;

"Exchange Student" means a Candidate selected and enrolled at the Host University to participate in the Student Exchange Programme;

"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;

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

"Personal Data" means a description of the personal data that are processed in the context of the Agreement.

"Student or Data Subject" refers to a person regarded as a student in accordance with policies, statutes and legislation of the Home University;

"Student Exchange Programme" refers to the reciprocal arrangement set out in this Agreement whereby each Party can send their Students to study at the other Party's University on a fee neutral basis and for credit towards a degree at his/her Home University.

2 SCOPE OF THE STUDENT EXCHANGE PROGRAMME

- 2.1 The principal intention of the Student Exchange Programme is to facilitate the exchange of undergraduate Students.



3 TERM, REVIEW AND TERMINATION OF THE AGREEMENT

- 3.1 This Agreement shall begin as of the date of final signature and ends **31 August 2024**, unless otherwise terminated pursuant to this Agreement. The term of this Agreement may be extended by mutual written Agreement of the Parties.
- 3.2 The Parties will review the terms of the Agreement to assess the success of the Exchange at least **twelve (12)** months prior to the expiration date of this Agreement, and will determine whether to continue, modify or discontinue this Agreement.
- 3.3 Either Party may terminate this Agreement by giving at least **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 Student Exchange Programme may complete the term in session at the time of termination or work that is in progress at the time of termination.
- 3.4 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 Student Exchange Programme, 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.

4 NUMBER OF EXCHANGE STUDENTS

- 4.1 The Parties will attempt to maintain a reasonable balance in the number of Students exchanged during the term of this Agreement as mutually agreed by the Parties.
- 4.2 The Parties will consult annually to decide the number of Students to participate in the Student Exchange Programme.
- 4.3 The Parties agree to accept **three (3)** Exchange Students for a full year or **six (6)** for a semester. This number may be varied upon agreement between the Parties. The Parties will consult annually to decide the number of Students to participate in the Student Exchange Programme.
- 4.3 The Parties acknowledge that **two (2)** Exchange Students enrolled at the Host University for single separate semesters is equivalent to **one (1)** Exchange Student enrolled for **one (1)** full academic year.
- 4.4 Both Parties will review the Student Exchange Programme annually to ensure that a balance is achieved. If the number of exchange students exchanged between the Parties is not in balance each academic year, the Parties will endeavor to achieve an approximate balance over the period of the Agreement. If either Party is unable to send the maximum number of Exchange Students in any year during the Term of the Agreement, then the Parties will discuss an appropriate solution to balance the number of Exchange Students throughout the duration of the Term of the Agreement.

5 SELECTION, ADMISSION & REGISTRATION OF CANDIDATES

- 5.1 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



UNIVERSITY OF AMSTERDAM

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OF MIAMI

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.

- 5.2 The UM Exchange Students may include students from other institutions who apply to UM to go on UM exchange programs. These students are officially registered at UM.
- 5.3 Each Exchange Student in the Student Exchange Programme will enjoy the same rights and privileges as students of the Host University, and will be expected to abide by the rules and regulations of the Host University.
- 5.4 The Home University will forward the profiles of its Candidates to the Host University according the Host University nomination deadline of the application year.
- 5.5 The Parties agree that Candidates selected by the Host University to participate in the Student Exchange Programme must:
 - a. Satisfy all language and admission requirements at the Host University as provided in the annual Host University fact sheet and/or website prior to application; and
 - b. Enroll as full time, non-degree status students at a level determined by the Host University, for a period not exceeding twelve months.
- 5.6 The Host University will notify the successful Candidates of their provisional acceptance to the Host University, subject to confirmation of satisfactory examination results.
- 5.7 Exchange Students cannot be degree-seeking students at the Host University. Candidates cannot become degree students without applying successfully for admission to the Host University. Participation in the Exchange will not attract preferential status for admission at the Host University.
- 5.8 Without prejudice to article 4.1 of this Agreement, the Host University will have the right of refusal of any Candidate who may appear to be unacceptable for the Exchange.
- 5.9 Candidates from Home University will be free to choose courses from the full range of courses available in the Student Exchange Programme to which they have been admitted at the Host University, provided that:
 - a. the Exchange Student satisfy the individual course prerequisites, and;
 - b. on the understanding that additional selection procedures may be required for courses with limited enrolment.
- 5.10 Fulfilling course requirements does not guarantee placement in a course as most courses have a maximum participation limit.
- 5.11 The Parties acknowledge that the exchange of Students from one Party to the other Party 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 UM and UvA.

6 RESPONSIBILITIES OF THE PARTIES

Each party will:



- a) Each Party will appoint an individual to act as the coordinator for the Student Exchange Programme.
- b) Provide a 24-hour telephone contact number for emergencies that may occur.
- c) Will assist its Students in obtaining the appropriate visas for the period of exchange. Notwithstanding the foregoing, each Exchange Student shall be ultimately responsible for obtaining his/her visa, passport or other necessary documents and paying for the same, and the Parties shall not be liable to each other or to any participant for the failure of the Exchange Student to obtain the same.
- d) Provide the Exchange Students of the other Party the following services at no cost unless otherwise provided herein:
 - i. Academic counseling
 - ii. Facilitate the search for housing accommodations for Exchange Students while they are at the Host University. The cost of housing will be paid by the Exchange Student.
 - iii. Provide Exchange Students with an orientation program at the beginning of their studies.
- e) Provide the Host University with relevant information and documentation in regard the nomination and application procedure, and inform the Host University about the application status of selected Exchange Students;
- f) Provide each Exchange Student transcripts of results at the conclusion of their exchange period;
- g) As soon as practicably possible, advise the Home University if an Exchange Student withdraws before or after arrival from the Student Exchange Programme
- h) Provide facilities and services to Exchange Students as would normally be provided to Students at the Host University.
- i) Enroll accepted Exchange Students as full-time, non-degree Students for the agreed period of exchange;
- j) Waive any tuition fees for Exchange Students;
- k) Provide nomination details of the Candidates according instructions given by the Home University;
- l) Guarantee Exchange Students credit 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.

7 RESPONSIBILITIES OF EXCHANGE STUDENTS

- 7.1 The Parties will ensure that Exchange Students are made aware of their responsibilities under the Student Exchange Programme. Violation of local laws committed in the host country may subject the Exchange Student to immediate withdrawal of his/her academic sponsorship and to immediate termination of the Program with respect to that Exchange Student. Such termination may also negatively affect the Exchange Student's immigration status.

In order to participate in the Student Exchange Programme, Exchange Students must:

- a. Exchange Students will fill out an application from the Host University.
- b. Obtain and comply with the appropriate visa requirements;
- c. UvA Exchange Students must provide documentation of immunization requirements as stated on the UM website or as communicated through the international office. UvA Exchange Students will be provided with the form which must be submitted to the UM Student Health Center prior to registration for classes at UM;



- d. Maintain adequate medical and health insurance coverage (including emergency medical evacuation and repatriation) to the satisfaction of the Host University. Upon request, Exchange Students will be required to provide proof of such insurance to their Host University and will have access to the health facilities of the Host University;
- e. Comply with all rules, regulations, statutes, policies and performance standards of the Host University which will be provided to the Exchange Students;
- f. Satisfy the study/course requirements in accordance with the standards, regulations, statutes set out by the Host University; and
- g. Return to the Home University after the exchange period at the Host University, unless an extension of stay has been approved by both Parties.

8 FEES & EXPENSES

- 8.1 The Parties agree to waive charges for tuition on a reciprocal basis to Exchange Students each year. The Parties agree to provide cost of attendance information to each other on a regular basis.
- 8.2 Housing fees and costs shall be the responsibility of each Exchange Student. Exchange Students will be responsible for all of their expenses including living expenses, personal expenses, transportation costs, mandatory fees (other than tuition) and book purchases during their stay at the Host University. Additionally, Exchange Students will be responsible for all visa fees.

9 DATA PROTECTION

- 9.1 The Parties shall comply with all applicable laws and regulations in collaborating under this Agreement, including but not limited to the General Data Protection Regulation ("GDPR") and the U.S. Foreign Corrupt Practices Act ("FCPA"). Anti-bribery provisions of the FCPA make it unlawful to bribe foreign government officials to obtain or retain business. The Parties are familiar with the FCPA, its prohibitions and purposes, and will not undertake any actions that may violate the FCPA.
UvA acknowledges that records regarding a student's participation in the exchange program may be protected by the Federal Family Education Rights and Privacy Act ("FERPA"), and that student permission must be obtained, or other safeguards fulfilled, before releasing specific data to anyone, even under subpoena.
- 9.2 UM and the UvA provide each other with personal data of the Candidates which is necessary for the exchange of the Candidates as stated in this Agreement (hereinafter: 'Purpose' and the 'Transfer'). An overview of the personal data can be found in appendix A (hereinafter: 'Personal Data'). The Personal Data may be used exclusively in service of the Purpose. Parties agree that in respect of the Personal Data each Party qualifies as an independent data controller.
- 9.3 The provisions of this article replaces all prior proposals, correspondence, commitments or other communications between Parties, in the context of the Personal Data.
- 9.4 Serious efforts have been made to investigate and achieve the possibilities with regard to the transfer of Personal Data to UM in the United States. Parties conclude that the Transfer could not be based on a provision in Article 45 (adequacy decision), 46 (appropriate safeguards) or on the derogations for a specific situation referred to in the first paragraph of Article 49 sub a – g GDPR.
- 9.5 Therefore, the Parties base the transfer of personal data on the residual category of article 49 GDPR for this academic year 2023/2024. Before the end of this term we will review and renegotiate this article.



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OF MIAMI

- 9.6 The transfer of the Personal Data will take place on the condition that the Transfer is not repetitive, only concerns the limited number of $\leq$ thirty (30) data subjects and is necessary for the purposes of compelling legitimate interests pursued by the Parties which are not overridden by the interests or rights and freedoms of the data subject. Both Parties have assessed all the circumstances surrounding the data transfer and have on the basis of that assessment provided suitable safeguards with regard to the protection of the Personal Data, which can be found in appendix B.

10 LIABILITY & INSURANCE

- 10.1 The liability of each Party is limited to the insurance limits required under this Agreement with exception in the case of gross negligence.
- 10.2 To the maximum extent permitted by law, in no event will either Party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, and regardless of whether a university was advised or had reason to know of the possibility of incurring such damages in advance, except in the case of gross guilt and/or serious negligence.
- 10.3 Each Party shall, at its own cost, purchase and maintain a minimum of an equivalent of **one (1)** million dollars per occurrence and **two (2)** million dollars in the aggregate 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. Failure to maintain the aforementioned insurance minimums shall be a breach of this Agreement and shall afford the non-breaching Party the ability to immediately terminate this Agreement.
- 10.4 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 Exchange Students.

11 DISPUTE RESOLUTION

- 11.1 If a dispute arises between the Parties relating to or arising under this Agreement, the Parties agree to use all reasonable endeavours to settle the dispute expeditiously prior to filing any claim. 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 **sixty (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.

12 FORCE MAJEUR

- 12.1 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, pandemics, epidemics, acts of government, flood, fire, civil unrest, acts of terror, war or act of God.



13 INDEPENDENT PARTIES

- 13.1 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.

14 ADDITIONAL TERMS

- 14.1 Eligibility for federal Title IV financial aid for UM Exchange Students, will be determined by UM in accordance with all applicable regulations for such assistance. UvA agrees that, if it learns that a particular Exchange Student is not regularly attending classes or participating in required activities or has ceased to be enrolled at the UvA, it will notify UM of such an occurrence as soon as reasonably practicable. Any such notifications shall be sent to the attention of Director of Study Abroad at UM. UvA will not actively check if the Exchange Student will attend classes or participate in required activities or if the Exchange Student has ceased to be enrolled at the UvA. UvA is not liable in case an Exchange Student does not attend classes or participate in required activities and the UvA has not given UM a notification about it.
- 14.2 UvA represents and warrants to UM that it has not had its eligibility to participate in receiving federal financial aid terminated, had its certification to participate in receiving federal financial aid revoked, or had its application for certification or re-certification to participate in receiving federal financial aid denied by the U.S. Department of Education from receiving federal financial aid and further represents and warrants that it has not voluntarily or involuntarily withdrawn from participation as an institution of higher learning or a recipient of funds by the relevant local jurisdiction(s) or agenc(y)(ies) under a termination, show-cause, suspension or similar type proceeding (all the foregoing each and collectively shall constitute a "disqualification" hereunder). In the event of any such disqualification, either by the U.S. Department of Education and/or by the relevant local jurisdiction(s) or agenc(y)(ies), the School agrees to notify UM of such an occurrence as soon as reasonably practicable. Any such notifications shall be sent to the attention of the Director of Study Abroad at UM
- 14.3 All notices required or permitted to be given or made under this Agreement shall be in writing and shall be delivered via hand delivery, certified United States mail, return receipt requested, or via recognized overnight delivery service, such as UPS or FedEx. Notices shall be deemed delivered upon personal delivery, or on the third business day following mailing via certified United States mail, return receipt requested or recognized overnight delivery service, such as UPS or FedEx. Notices shall be sent to the addresses set forth below:

The University of Amsterdam
 Student Services (StS), International Student Affairs
 Valckenierstraat 59 – P.O. Box 15832
 1001 NH Amsterdam, The Netherlands
 5.1, lid 2, e

University of Miami
 5.1, lid 2, e
 Coral Gables, FL. 33146
 Attn: Business Services

- 14.4 This Agreement may be translated into different languages; however, the Parties agree that the version in English shall be the controlling and operative agreement between the Parties.



- 14.5 This Agreement may not be assigned or subcontracted in whole or in part by either Party without prior written consent of the other Party. Any assignment or delegation in violation of this Agreement shall be void.
- 14.6 UvA may use the name of UM for the sole purpose of advertising the exchange program to University of Amsterdam students. UM may use the name of University of Amsterdam for the sole purpose of advertising the exchange program to UM students. Neither Party's use of the other Party's name shall imply any endorsement or sponsorship of the other University. All written materials used to advertise the programs shall be provided to the other Party for review. For other (than the aforementioned) purposes the UvA and UM shall not, without express written consent and approval from the other Party, use any name, trade name, trademark, or other designation of the other Party whatsoever (including contraction, abbreviation or simulation) in advertising, publicity, or promotional or any other activities or context.
- 14.7 The Parties hereby acknowledge that this Agreement is not exclusive, and that each Party may freely contract with any other person, firm or entity concerning the subject matter hereof.
- 14.8 Should any term or provision of this Agreement be held, to any extent invalid or unenforceable by a court or governmental body of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, and the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 14.9 This Agreement states the entire understanding and agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the Parties with respect to the subject matter of this Agreement. The Parties recognize that any representations, statements or negotiations made by the staff of either Party does not suffice to legally bind either Party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s).
- 14.10 Any Party's failure to require any other Party to comply with any provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement.
- 14.11 This Agreement may be executed in counterparts, each of which shall be an original. A signed copy delivered by e-mail will have the same legal effect as delivery of an original signed copy of this Agreement.

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

University of Miami

5.1, lid 2, e

Associate Vice President

Date: 3/31/2023

University of Amsterdam

5.1, lid 2, e

President

Date: 31 January 2023



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Appendix a: Personal Data

Appendix b: List of security measures

Appendix A Personal Data

Processing Description of the subject matter and the duration of the processing	Purposes Description of the nature and purpose of the processing	Categories Description of the categories of data subjects	Personal data Description of the type of personal data to be processed
Provision of student data for the purpose of student exchange, during student's nomination, application and exchange period until three months after the exchange ends.	Both Universities will collect, save and share personal student data with each other, to facilitate an exchange of students for study at the host or home institutions named in the Agreement and to support students' successful participation in and completion of the exchange programme set forth in the Agreement.	Nominated students for exchange program	Exchange students: first and last name, email address, gender, d.o.b., nationality, exchange period, programme level, preferred faculty at host university



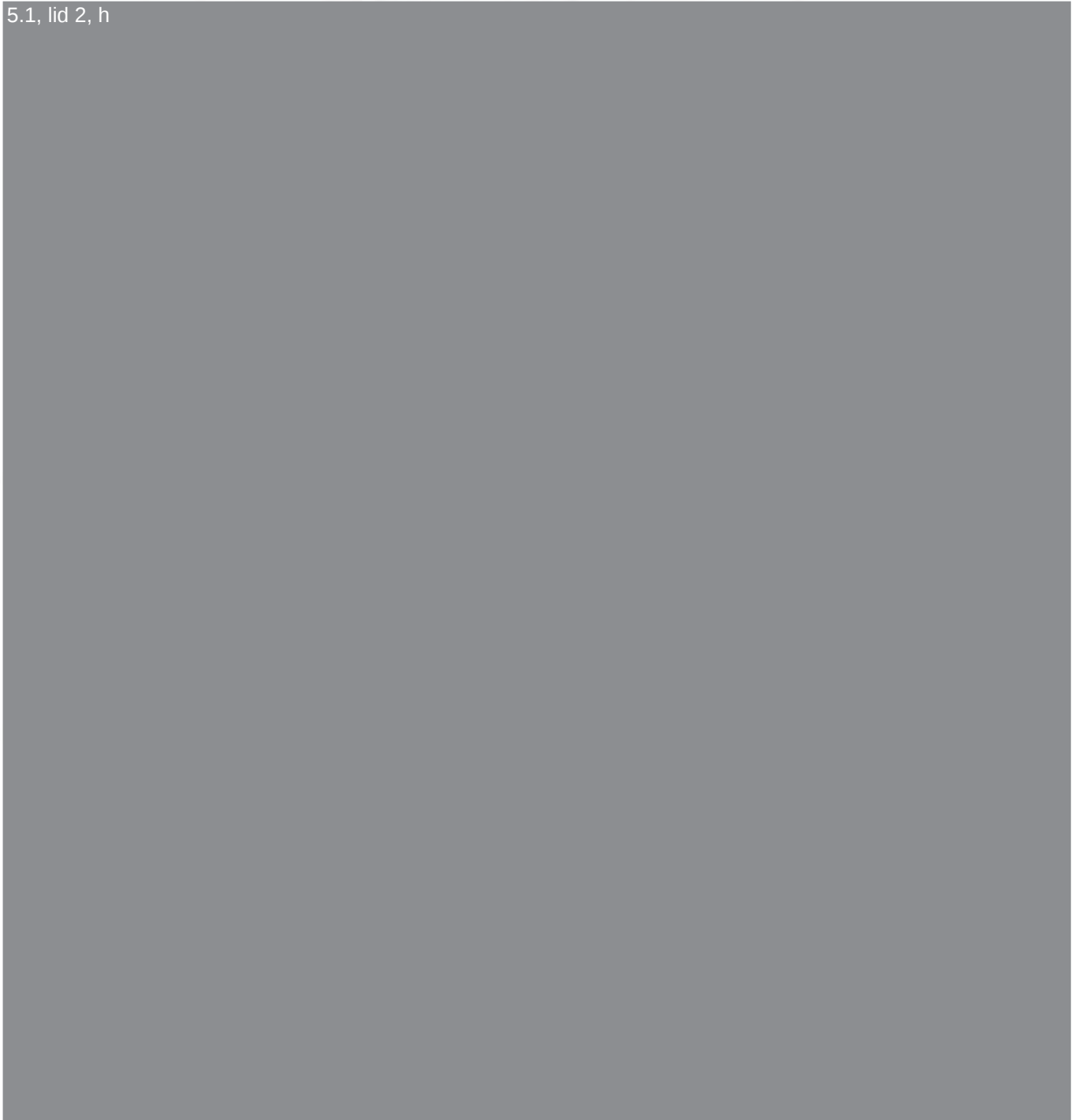
UNIVERSITY OF AMSTERDAM



UNIVERSITY
OF MIAMI

Appendix B
List of security measures

5.1, lid 2, h



**STUDENT EXCHANGE AGREEMENT
BETWEEN
FACULTY OF LAW, UNIVERSITY OF AMSTERDAM
AND
UNIVERSITY OF MICHIGAN LAW SCHOOL**

Objective and Purpose

- 1) The objective of this Agreement is to establish a student exchange between the Faculty of Law of the University of Amsterdam ("Amsterdam") and the University of Michigan Law School ("Michigan").
- 2) The purpose of this Agreement is to set out, in a flexible manner, the major points for organizing an exchange program which is to operate on a reciprocal basis, taking into account, whenever possible, the academic and administrative constraints of each institution.

Number of Exchange Students

- 3) Each year during the term of this Agreement, each institution may nominate up to four law students to be enrolled as non-degree students at the other institution in either the first or second semester.
- 4) A balance in the number of students exchanged shall be sought over the term of this Agreement. If, in a given year, there is a discrepancy in the number of students exchanged, the credit or debit will be carried over to the following year.

Admission Procedures

- 5) Students must be in good academic standing at the home institution.
- 6) Michigan students must have completed at least one year of law studies in the J.D. program.
- 7) Amsterdam students must be in one of the following three categories:
 - a. Third year LLB students,
 - b. LLM students in the first semester of the second year of Amsterdam's two year research LLM program, or
 - c. Ph.D. students
- 8) In order to be eligible for participation in this exchange program, Amsterdam students must have performed with at least a 7.5 average in all legal studies pursued. They must prove proficiency in English with a minimum TOEFL score of 105 for IBT and of 260 for the computer

based test, with a TWE of 4.5 and fairly evenly distributed subscores. In appropriate cases, Michigan may waive the proof of language proficiency through the TOEFL score.

9) The home institution will be primarily responsible for selecting students to participate in the exchange program. Students selected by the home institution will complete an application for the host institution, which shall be sent to the host institution together with a letter from an academic staff member of the home institution nominating the student for the program and a transcript of the student's academic record.

10) The host institution will evaluate the application of each selected student. It will normally approve the applicants nominated by the home institution. However, the host institution reserves the final admissions decision for each exchange student.

11) Applications for admission as an exchange student to Michigan must be submitted no later than March 15 for the first semester and October 15 for the second semester. Applications for admission as an exchange student to Amsterdam must be submitted no later than June 1 for the first semester and November 1 for the second semester.

Status of Students and Program of Study

12) Participating students under the terms of this Agreement (exchange students) shall be registered as non-degree students at the host institution. They will be permitted to enroll in courses at the host institution for which they are qualified, subject to the same requirements and conditions as students from the host institution. They should understand that there is no guarantee of enrolment in specific courses.

13) Exchange students will be required to sit for examinations and be assessed and graded in the same manner as students in the host institution, and will acquire credits in accordance with the regulations of the host institution. Amsterdam students whose native language is not English and who have had fewer than two years of higher education in English will receive an additional 50 % of time in examinations at Michigan.

14) Exchange students shall pursue a course of study developed in consultation with their home institution.

15) Exchange students shall be entitled to participate in any introductory or orientation courses or programs that may customarily be arranged for foreign students at the host institution.

16) Exchange students shall be entitled to the privileges of full student status, such as full use of the library, use of university sports and other facilities, etc. Amsterdam students should understand, however, that in regard to access to university housing, non-degree students enjoy lower priority than regular Michigan students.

17) Exchange students shall be subject to the rules and regulations of the host institution. They will have the rights and privileges enjoyed by other students at the host campus.

Fees and Expenses

18) Exchange students shall pay tuition fees and other related fees at the home institution, and shall be exempted from paying such fees at the host institution. Exchange students will be responsible for completing appropriate registration procedures at their home institution.

19) Exchange students will be responsible for the cost of accommodation, international travel, travel in the host country, books, equipment, consumables, hospitalization, health insurance, and other incidental expenses arising out of the exchange. No exchange of funds between the two institutions will occur.

20) In the unlikely event that an exchange student should fail to comply with academic or disciplinary regulations of the host institution, and be asked to leave the host institution, the exchange student will be responsible for any expenses resulting from the involuntary withdrawal. The home institution will be notified before any such action is taken.

Health Insurance

21) Exchange students will be required to provide proof of full health insurance coverage as required by the host institution.

Student Visa and Other Documents

22) Exchange students will be responsible for obtaining student visas and related documents necessary to pursue studies at the host institution. Exchange students will be required to provide evidence of sufficient funds for accommodation and other personal expenses during their stay at the host institution. Exchange students attending Michigan will be required to present proof of financial support, from a bank, in order for Michigan to process their visa application.

Accommodation

23) Neither institution is obligated to provide housing for exchange students. However, each institution shall make every reasonable effort to assist exchange students in finding suitable accommodations.

24) Final housing arrangements, such as the signing of the lease, will rest with the exchange student. The cost of housing shall be paid by the students as individuals.

Notification of Results / Academic Credit

25) Amsterdam will submit to Michigan an official notification of the results of exchange students from Michigan who study at Amsterdam. Exchange students from Amsterdam at Michigan will be responsible for submitting to Amsterdam an official transcript of the grades received for courses at Michigan.

26) The home institution will determine the academic credit to be granted to their exchange student for courses/modules completed at the host institution.

Implementation of the Agreement

27) Each institution shall designate one individual to fulfill the responsibilities of student exchange coordinator to facilitate student exchanges under the terms of this Agreement. Amsterdam will also appoint a faculty member officially responsible for administering the exchange program.

28) As soon as possible every year, the student exchange co-ordinators will exchange all relevant information about the courses offered at their respective institutions (course description, timetable, full-year and one-term courses, language requirements, etc.) including non-law courses when appropriate.

29) Both institutions may at any time review this Agreement and the actions taken under it.

30) Modifications to this Agreement may be made by mutual agreement and confirmed through an exchange of letters. Such modifications or changes will be subject to such further approval as is required under the statutes and regulations of each institution.

Final Provisions

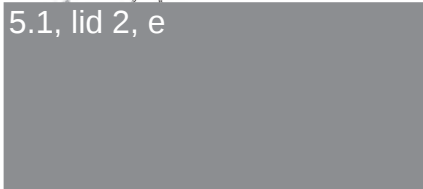
31) This Agreement shall enter into force upon approval by all of the appropriate authorities of both institutions as set out at the end of this Agreement, and shall remain in force for a period of three years. The exchange shall commence in the fall semester, 2007.

32) Either institution may terminate this Agreement by giving at least six months notice.

33) This Agreement may be extended by consent of both institutions for a further specified period.

The Deans of the two institutions hereby execute this Agreement on behalf of their respective institutions.

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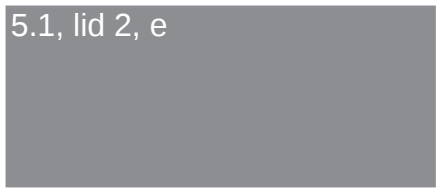


Dean, Faculty of Law
University of Amsterdam

Date:

2-27-07

5.1, lid 2, e



Dean, Law School
University of Michigan

Date:

2-27-07

September 5, 2017

	UVA - CVB	AFH, Dep
ontvangen d.d.: 15 SEP. 2017		
reg. nr.: 446375/2017ci1372		
GR:	VZ	FM 0 lid 3001

5.1, lid 2, e

Rector Magnificus
University of Amsterdam
Postbus 19268
1000 GG Amsterdam
The Netherlands

Dear Professor 5.1, lid 2, e

Warm greetings from the University of Minnesota! It is with great pleasure that I offer my congratulations on the 30-year exchange of faculty and students between our institutions.

It is more critical than ever that we engage thoughtfully with colleagues throughout the globe who are committed to the pursuit of knowledge. Together, we will move our research forward, advance our missions, and prepare our students for the challenges and opportunities of this uncertain 21st century.

Thank you for the continued support of this important relationship between the University of Minnesota and the University of Amsterdam.

Sincerely,

5.1, lid 2, e

President

EWK:mp



Rector Magnificus

Academic Affairs

University of Minnesota
Professor 5.1, lid 2, e
202 Morrill Hall
100 Church Street S.E.
University of Minnesota
Minneapolis, MN 55455
USA

Spuil 21
1012 WX Amsterdam
P.O. Box 19268
1000 GG Amsterdam
www.uva.nl

Date
11 September 2017

Telephone

5.1, lid 2, i

Your reference

-

Contact person

5.1, lid 2, e

Enclosed

-

Our reference

2017cu1290

Email

5.1, lid 2, e

Subject

30 Year Jubilee year

Dear Professor Kaler,

I am writing on the festive occasion of the 30 year Jubilee year of the bilateral co-operation agreement between the University of Minnesota and the University of Amsterdam.

I am personally delighted to learn that our institutions established bilateral relations back in 1987 starting with collaboration in the field of American Studies. Ever since the collaboration expanded to other fields as well and comprises exchanges and collegial working relations between students, academics and professional service staff of our universities.

On this occasion, the University of Amsterdam has the pleasure of hosting a festive Jubilee Dinner on Tuesday 12 September in Seville, where my staff 5.1, lid 2, e will welcome a delegation of the University of Minnesota, including 5.1, lid 2, e 5.1, lid 2, e. My staff members are tremendously looking forward to the prospect of welcoming their long-term colleagues of the University of Minnesota for this celebration.

I do hope our universities will continue the fruitful collaboration for many years to come and am very supportive of strengthening these longstanding ties.

With best wishes,

5.1, lid 2, e

5.1, lid 2, e

Rector Magnificus



July 13, 2016

5.1, lid 2, e

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

Dear 5.1, lid 2, e

Please find enclosed two copies of our *MOU* and two copies of our *Agreement for Student Exchange*. Each has been signed by the University of Washington's Vice-Provost for Global Affairs, 5.1, lid 2, e. Following signature by University of Amsterdam's President, Prof. 5.1, lid 2, e, please return one copy of each document to me.

Thank you! We look forward to our continued cooperation and welcoming your students to University of Washington and sending our students to University of Amsterdam as participants of this exchange.

Sincerely,

5.1, lid 2, e

International Strategic Partnerships Administrator
Office of Global Affairs
University of Washington