



**MEMORANDUM OF UNDERSTANDING
REGARDING
EDUCATIONAL, SCIENTIFIC, AND CULTURAL COOPERATION**

The parties to this Memorandum of Understanding (MOU) are the University of Washington, an institution of higher education and an agency of the State of Washington, with its principal campus located in Seattle, Washington, USA, and the University of Amsterdam, an institution of higher education located in Amsterdam, The Netherlands. This MOU supersedes the original MOU signed April 3, 2013.

A. Background and Purpose

The parties believe that it is in their best interests to encourage direct contact and cooperation between their faculty members, departments, institutes and other research centers in order to foster the development of possible collaborative projects and activities in fields of teaching and research to be agreed upon, subject to the availability of funding and the development of specific binding agreements. The parties have entered into this MOU for the purpose of setting forth their mutual understanding and agreement with respect to such direct contact and the development of potential of cooperative programs.

B. Discussion and Development of Possible Collaboration

Within the fields of teaching and research to be mutually designated, both parties agree to discuss and explore the development of any of the following general forms of cooperation:

1. Joint research activities, publications and library exchanges;
2. Exchange of invitations to scholars for lectures, talks, and sharing of experience;
3. Exchange of invitations to scholars to participate in conferences, colloquia and symposia;
4. Exchange of information in fields of interest to both parties; and
5. Exchange of faculty members and students for study, teaching and research.

C. The parties anticipate that specific collaborative projects or activities that the parties wish to implement will, as appropriate, be undertaken pursuant to future agreements entered into in accordance with applicable law and the rules of each party.

D. Continuation of All Current Policies

During the course of the discussions contemplated by this MOU, the parties will continue to operate their respective academic programs in accordance with their established policies, rules and procedures.

E. Term of MOU

This MOU shall be effective on the last signature date and shall continue in effect for a period of five (5) years thereafter unless terminated as provided for herein.

Either party can terminate this MOU for any reason upon six (6) months prior written notice to the other party. At the end of its effective period, this MOU may be renewed upon written mutual agreement of the parties.

F. Publicity

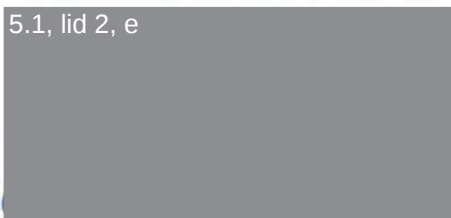
Nothing in this MOU shall be construed as granting either party permission to use the other party's official names, logos, trademarks, or copyright protected insignias in any promotional, publicity or advertising materials without the express written consent of the other party.

G. Nonbinding Terms

This MOU shall not be construed as creating any legally binding rights or obligation on the part of either party and shall not be enforceable in law or equity in any court or tribunal for any purpose.

For University of Washington

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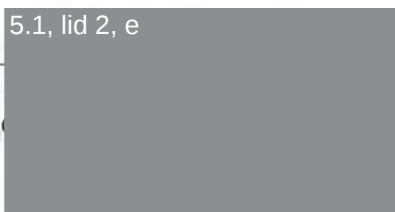


11 July 2016
Date

For University of Amsterdam

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Prof.
Presid



21-7-16
Date



UNIVERSITY OF AMSTERDAM

AGREEMENT FOR STUDENT EXCHANGE
BETWEEN
THE UNIVERSITY OF WASHINGTON, USA ("UW")
AND
THE UNIVERSITY OF AMSTERDAM, THE NETHERLANDS ("UvA")

The University of Washington (UW), an institution of higher education in the State of Washington, USA, and the University of Amsterdam (UvA), an institution of higher education in Amsterdam, The Netherlands, desiring to enhance educational and cultural opportunities for their students and to promote general academic cooperation, agree to continue the partnership per the terms of this Agreement for Student Exchange (hereafter referred to as Agreement) which supersedes the original "Agreement for Pilot Student Exchange" signed April 3, 2013.

1. Definitions

The following definitions are used in this Agreement:

- 1.1 "Academic Year" means: (a) for the UW, a period beginning in September and ending in June; and (b) for UvA, a period beginning in September and ending in June. The exact dates for an Academic Year will vary each year.
- 1.2 "Balanced Exchange" exists when some multiple of 1 Semester at UvA is exchanged for an equivalent multiple of 1½ Quarters at UW. For example, a Balanced Exchange exists with the exchange of 1 Semester at UvA and 1½ Quarters at UW; 2 semesters at UvA and 3 Quarters at UW; and so on.
- 1.3 "Exchange Student" means a student from a Home University who attends a Host University.
- 1.4 "Home University" means the University where the Exchange Student is enrolled as a degree candidate.
- 1.5 "Host University" means the University where the Exchange student is temporarily enrolled as a visiting, non-degree student.

1.6 “Imbalance” means the absence of a Balanced Exchange.

1.7 “Quarter” means, for the UW only, one of the following: September to December (Autumn Quarter); January to March (Winter Quarter); and March to June (Spring Quarter). The exact dates for Quarters will vary each Academic Year.

1.8 “Semester” means, for UvA only, one of the following: September to February (Autumn Semester); and February to June (Spring Semester). The exact dates for Semesters will vary each Academic Year.

2. Balanced Exchange

2.1 Over the course of the Term of this Agreement (see Paragraph 5), UW and UvA will achieve a Balanced Exchange.

2.2 On an annual basis, UW and UvA will negotiate a target number of Semesters and Quarters to exchange for the forthcoming Academic Year with emphasis on achieving the goal of a Balanced Exchange over the Term of this Agreement. The parties anticipate, but do not guarantee, that a minimum of six (6) semesters at UvA will be exchanged for a minimum of nine (9) quarters at UW each year during the Term of this Agreement.

2.3 If an Exchange Student withdraws or is withdrawn (see Paragraph 3.10) before the end of an ongoing exchange, the remainder of the Semester or Quarter underway shall count as completed for purposes of a Balanced Exchange.

2.4 If there is an Imbalance at the time this Agreement terminates, the University entitled to additional Semesters or Quarters may achieve a Balanced Exchange by sending Exchange Students to the Host University within the two Academic Years following the final Academic Year of exchange. The Host University must negotiate in good faith on the manner and timeframe for receiving Exchange Students to achieve a Balanced Exchange.

3. Exchange Student Nomination, Enrollment and Course Selection

3.1 The Home University will nominate candidates for exchange to the Host University. The Home University must nominate students who meet at least the following criteria:

- The student must be currently registered at the Home University and shall have completed at least one year of university study;
- The students must be in good academic standing at the Home University.

- The student must satisfy language proficiency requirements established by the Host University.

3.2 A nominated student must apply to attend the Host University as an Exchange Student using the application materials and procedures established by the Host University. The Home University will inform the nominated student about the Host University's application requirements and deadlines. Admission to the Host University as an Exchange Student is subject to the Host University's acceptance of the nominated student.

3.3 The Host University shall inform the Exchange Student that he or she is solely responsible for securing the permission required, if any, to enter the Host University's country. For this purpose, the Host University shall provide the Exchange Student documentation of the Exchange Student's admission to the Host University, and if the student qualifies, a certificate of eligibility to apply for a student visa.

3.4 The Host University must permit and require Exchange Students to enroll in a full time course load unless both the Home and Host Universities explicitly exempt the Exchange Student from this requirement. The UW will not enroll Exchange Students in graduate courses in the Schools of Medicine, Business and Law unless expressly authorized by the UW Study Abroad Office (based on permission by the applicable School).

3.5 The Host University will enroll Exchange Students only in courses where they meet the course prerequisites and language proficiency requirements for the course. The Host University does not guarantee enrollment in any given course. Enrollment is subject to course availability, enrollment conditions established by the instructor offering the course, and scheduling constraints.

3.6 The Host University, upon written request of the Exchange Student, shall provide the Home University the Exchange Student's official transcript for courses taken at the Host University. Exchange Student academic records may be transmitted by the Host or Home University only if permitted by, and in accordance with, the regulations of the Home University and any applicable laws (e.g., for the UW, the Family Educational Rights and Privacy Act – FERPA).

3.7 Exchange Students will not be candidates for degrees of the Host University.

3.8 The Home University agrees to accept the academic record of the Host University as an internal grade report and will provide the Exchange Student with academic credit at the Home University in accordance with its policies and procedures.

3.9 UW monitors academic progress, disburses aid and handles all administrative duties related to United States Federal Financial Aid and Washington State Financial Aid for UW Students. UvA agrees not to provide United States Federal Financial Aid or

Washington State Financial Aid to UW Exchange Students and to report any scholarship support awarded by UvA to UW Exchange Students to UW.

3.10 The Host University shall provide Exchange Students the privileges enjoyed by other students enrolled in the Host University, and agrees that the Host University may subject Exchange Students to all rules, regulations and student code of conduct expectations of the Host University. The Host University may require the withdrawal of any Exchange Student whose academic standing or conduct warrant such action. To the extent permitted by applicable law, the Host University shall promptly inform the Home University of an effort or decision to require withdrawal of an Exchange Student.

4. Fees and Costs

4.1 Exchange Students will pay normal tuition and fees to their Home University in accordance with its policies. Host Universities will not charge Exchange Students for tuition or application fees.

4.2 The Host University may assess Exchange Students any course fees assessed to its degree students that are not covered by tuition. At UW, this may include course fees for laboratory work, field study and studio classes.

4.3 The Host University is not responsible for Exchange Student housing arrangements and does not guarantee the availability of housing. The Host University will provide Exchange Students information about on-campus and off-campus housing, and assistance in locating the same.

4.4 The UW will inform UvA Exchange Students that they are required to purchase the UW Student Health Insurance Plan. Exchange Students can apply for a waiver of this requirement if the Exchange Student presents proof that he or she is covered by comprehensive health insurance valid in the United States that meets or exceeds UW insurance requirements for Exchange Students. An insurance waiver request must be made to avoid UW billing the Exchange Student for the UW Student Health Insurance Plan. The UW will provide to Exchange Students and UvA information about UW minimum insurance requirements for Exchange Students and about how to seek a waiver. All UW Exchange Students at UvA must ensure that they have adequate health and accident insurance coverage.

4.5 To the extent not covered by an Exchange Student's insurance, an Exchange Student is solely responsible for all medical expenses.

4.6 Exchange Students are responsible for undertaking and incurring all efforts, costs and expenses associated with the Exchange, including but not limited to, making their own international and domestic travel arrangements; paying for accommodations and meals, study materials, local transportation, personal expenses, passport, visa application, and all living expenses.

5. Term and Termination

5.1 This Agreement shall be effective on the last signature date and shall continue in effort for a period of five (5) years unless terminated as provided for herein.

5.2 This Agreement may be renewed upon mutual written agreement of the parties.

5.3 Either UW or UvA can terminate this Agreement for any reason upon six (6) months prior written notice. In the event of termination of this Agreement, the obligations of this Agreement shall remain with respect to any Exchange Students presently at a Host University.

6. Dispute Resolution

6.1 If a dispute arises and cannot be resolved, UW or UvA may refer the matter for mediation to a Dispute Resolution Panel to be established in the following manner: Each University shall appoint one member to the Panel. These two appointed members shall jointly appoint an additional member. The Dispute Resolution Panel shall review the facts, the terms of this Agreement and applicable statutes and rules and make a determination that shall be final and binding on both Universities.

6.2 In the event of a dispute, UW and UvA shall continue to carry out all their respective responsibilities under this Agreement not affected by the dispute.

7. Non-Discrimination

UW and UvA subscribe to the policy of equal opportunity and do not discriminate on the basis of race, sex, age, ethnicity, religion, sexual preference, national origin or disability. UW and UvA shall abide by these principles in the administration of this Agreement

8. Indemnification

UW and UvA agree to indemnify and hold each other harmless from any and all claims by third parties, including but not limited to by Exchange Students, their parents, survivors or agents, arising from any negligent acts or omissions on the part of the indemnifying institution or its employees or agents.

9. Independent Status

In the performance of this Agreement, UW and UvA will be acting in their individual capacities and not as agents, employees, joint-venturers, or associates of one another.

10. Entire Agreement and Waiver

This Agreement constitutes the entire agreement between UW and UvA with respect to the subject matter of this Agreement. No waiver, consent, modification, or change of terms to this Agreement shall bind either party unless in writing and signed by both parties. No other statements or representations, written or oral, shall be deemed a part of the Agreement.

11. No Third Party Beneficiaries

UW and UvA are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

12. Severability

If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision. To this end, the provisions of this Agreement are declared to be severable.

13. Force Majeure

Neither UW nor UvA shall be liable to the other or deemed in breach under this Agreement if and to the extent such party's performance is prevented by reason of force majeure.

14. Authority to Bind

The signatories to this Agreement represent that they have the authority to bind their respective Universities to this Agreement.

15. Counterparts

This Agreement will be executed in English with duplicate originals. Each such duplicate shall be deemed an original copy of this Agreement for all purposes.

16. Liaison Officers

UW and UvA will each designate an individual or Office to serve as a liaison officer to facilitate the terms of this Agreement. UW designates the Office of Global Affairs, 22 Gerberding Hall, Box 351237, Seattle, WA. 5.1, lid 2, i UvA designates the Bureau of International Student Affairs (BIS), Roeterstraat 11, 1018 WB Amsterdam, The Netherlands. If UW or UvA desire to change this designation, they shall do so providing notice as required by Paragraph 17.

17. Addresses for Notices

If a University is required to provide Notice under this Student Exchange Agreement, it should be provided to:

University of Washington Office of Global Affairs 22 Gerberding Hall, Box 351237 Seattle, WA, 98195-1237 USA	University of Amsterdam International Student Affairs Postal Address: Valckenierstraat 59 1018 XE Amsterdam The Netherlands
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For University of Washington

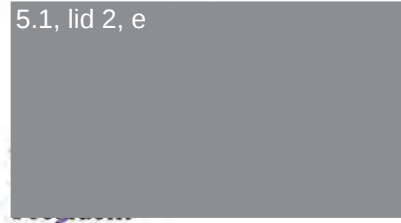
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11 July 2016
Date

For University of Amsterdam

5.1, lid 2, e



21-7-16
Date



UNIVERSITY OF AMSTERDAM

AGREEMENT FOR STUDENT EXCHANGE

BETWEEN

**THE UNIVERSITY OF WASHINGTON, USA
AND**

THE UNIVERSITY OF AMSTERDAM, THE NETHERLANDS

The University of Washington ("UW"), a public institution of higher education in the State of Washington, USA, and the University of Amsterdam (UvA), an institution of higher education in Amsterdam, The Netherlands, desiring to enhance educational and cultural opportunities for their students and to promote general academic cooperation, agree to continue the partnership per the terms of this Agreement for Student Exchange (hereafter referred to as "Agreement") which supersedes the original "Agreement for Student Exchange signed July 21, 2016.

1. Definitions

The following definitions are used in this Agreement:

1.1 "Academic Year" means: (a) for the UW, a period beginning in September and ending in June; and (b) for UvA, a period beginning in September and ending in June. The exact dates for an Academic Year will vary each year.

1.2 "Balanced Exchange" exists when some multiple of 1 Semester at UvA is exchanged for an equivalent multiple of 1½ Quarters at UW. For example, a Balanced Exchange exists with the exchange of 1 Semester at UvA and 1½ Quarters at UW; 2 semesters at UvA and 3 Quarters at UW; and so on.

1.3 "Exchange Student" means a student from a Home University who attends a Host University.

1.4 "Home University" means the University where the Exchange Student is enrolled as a degree candidate.

1.5 “Host University” means the University where the Exchange student is temporarily enrolled as a visiting, non-degree student.

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1.8 “Semester” means, for UvA only, one of the following: September to February (Autumn Semester); and February to June (Spring Semester). The exact dates for Semesters will vary each Academic Year.

2. Balanced Exchange

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2.2 On an annual basis, UW and UvA will negotiate a target number of Semesters and Quarters to exchange for the forthcoming Academic Year with emphasis on achieving the goal of a Balanced Exchange over the Term of this Agreement.

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2.3 If an Exchange Student withdraws or is withdrawn (see Paragraph 3.10) before the end of an ongoing exchange, the remainder of the Semester or Quarter underway shall count as completed for purposes of a Balanced Exchange.

2.4 If there is an Imbalance at the time this Agreement terminates, the University entitled to additional Semesters or Quarters may achieve a Balanced Exchange by sending Exchange Students to the Host University within the two Academic Years following the final Academic Year of exchange. The Host University must negotiate in good faith on the manner and timeframe for receiving Exchange Students to achieve a Balanced Exchange.

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- The students must be in good academic standing at the Home University.
- The student must satisfy language proficiency requirements established by the Host University.

3.2 A nominated student must apply to attend the Host University as an Exchange Student using the application materials and procedures established by the Host University. The Home University will inform the nominated student about the Host University's application requirements and deadlines. Admission to the Host University as an Exchange Student is subject to the Host University's acceptance of the nominated student.

3.3 The Host University shall inform the Exchange Student that he or she is solely responsible for securing the permission required, if any, to enter the Host University's country. For this purpose, the Host University shall provide the Exchange Student documentation of the Exchange Student's admission to the Host University, and if the student qualifies, a certificate of eligibility to apply for a student visa.

3.4 The Host University must permit and require Exchange Students to enroll in a full time course load unless both the Home and Host Universities explicitly exempt the Exchange Student from this requirement. The UW will not enroll Exchange Students in graduate courses in the Schools of Medicine, Business and Law unless expressly authorized by the UW Study Abroad Office (based on permission by the applicable School). The following programs are not open to the Exchange being hosted by UvA: Faculty of Dentistry whereas access to the School of Medicine and graduate courses at UvA is limited and only possible on a case-by-case basis.

3.5 The Host University will enroll Exchange Students only in courses where they meet the course prerequisites and language proficiency requirements for the course. The Host University does not guarantee enrollment in any given course. Enrollment is subject to course availability, enrollment conditions established by the instructor offering the course, and scheduling constraints.

3.6 The Host University, upon written request of the Exchange Student, shall provide the Home University the Exchange Student's official transcript for courses taken at the Host University. Exchange Student academic records may be transmitted by the Host or Home University only if permitted by, and in accordance with, the regulations of the Home University and any applicable laws (e.g., for the UW, the Family Educational Rights and Privacy Act – FERPA and for UvA the General Data Protection Regulation 2016/679).

3.7 Exchange Students will not be candidates for degrees of the Host University.

3.8 The Home University agrees to accept the academic record of the Host University as an internal grade report and will provide the Exchange Student with academic credit at the Home University in accordance with its policies and procedures.

3.9 UW monitors academic progress, disburses aid and handles all administrative duties related to United States Federal Financial Aid and Washington State Financial Aid for UW Students. UvA agrees not to provide United States Federal Financial Aid or Washington State Financial Aid to UW Exchange Students and to report any scholarship support awarded by UvA to UW Exchange Students to UW.

3.10 The Host University shall provide Exchange Students the privileges enjoyed by other students enrolled in the Host University, and agrees that the Host University may subject Exchange Students to all rules, regulations and student code of conduct expectations of the Host University. The Host University may require the withdrawal of any Exchange Student whose academic standing or conduct warrant such action. To the extent permitted by applicable law, the Host University shall promptly inform the Home University of an effort or decision to require withdrawal of an Exchange Student.

4. Fees and Costs

4.1 Exchange Students will pay normal tuition and fees to their Home University in accordance with its policies. Host Universities will not charge Exchange Students for tuition or application fees.

4.2 The Host University may assess Exchange Students any course fees assessed to its degree students that are not covered by tuition. At UW, this may include course fees for laboratory work, field study and studio classes.

4.3 The Host University is not responsible for Exchange Student housing arrangements and does not guarantee the availability of housing. The Host University will provide Exchange Students information about on-campus and off-campus housing, and assistance in locating the same.

4.4 The UW will inform UvA Exchange Students that they are required to purchase the UW Student Health Insurance Plan. Exchange Students can apply for a waiver of this requirement if the Exchange Student presents proof that he or she is covered by comprehensive health insurance valid in the United States that meets or exceeds UW insurance requirements for Exchange Students. An insurance waiver request must be made to avoid UW billing the Exchange Student for the UW Student Health Insurance Plan. The UW will provide to Exchange Students and UvA information about UW minimum insurance requirements for Exchange Students and about how to seek a waiver. All UW exchange students at UvA must ensure they have adequate medical and health insurance coverage (including emergency medical evacuation and repatriation), life insurance, and accidental death and dismemberment insurance.

4.5 To the extent not covered by an Exchange Student's insurance, an Exchange Student is solely responsible for all medical expenses.

4.6 Exchange Students are responsible for undertaking and incurring all efforts, costs and expenses associated with the Exchange, including but not limited to, making their own international and domestic travel arrangements; paying for accommodations and meals, study materials, local transportation, personal expenses, passport, visa application, and all living expenses.

5. Term and Termination

5.1 This Agreement shall be effective on the last signature date and shall continue in effort for a period of five (5) years unless terminated as provided for herein.

5.2 This Agreement may be renewed upon mutual written agreement of the parties.

5.3 Either UW or UvA can terminate this Agreement for any reason upon six (6) months prior written notice. In the event of termination of this Agreement, the obligations of this Agreement shall remain with respect to any Exchange Students presently at a Host University.

6. Dispute Resolution

6.1 In the event of any dispute arising out of or in connection with this Agreement, the parties shall first work together in good faith to settle the dispute amicably. If within 30 days of a party's formal request for amicable negotiations the dispute has not been resolved, either party may refer the dispute to proceedings under the International Chamber of Commerce ("ICC") Mediation Rules. If the dispute has not been settled pursuant to the said Rules within 45 days following the filing of a Request for Mediation or within such other period as the parties may agree in writing, such dispute shall thereafter be finally settled under the ICC Rules of Arbitration by one or more arbitrators appointed in accordance with the said Rules of Arbitration. The place of arbitration shall be Vancouver, BC, Canada. The language of arbitration shall be English.

6.2 In the event of a dispute, UW and UvA shall continue to carry out all their respective responsibilities under this Agreement not affected by the dispute.

7. Non-Discrimination

UW and UvA subscribe to the policy of equal opportunity and do not discriminate on the basis of race, sex, age, ethnicity, religion, sexual preference, national origin or disability. UW and UvA shall abide by these principles in the administration of this Agreement

The candidates will be selected on the basis of merit without regard to race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity, marital status or physical handicap. The parties will each accept the candidates selected by the other party if mutually acceptable academic and/or professional qualifications and standards are met. All candidates will be treated in the same non-discriminatory manner in carrying out the provisions of this Agreement, subject to the provisions of the policies and requirements of each of the parties. Any violation of these principles will be considered grounds for terminating this Agreement.

8. Independent Status

In the performance of this Agreement, UW and UvA will be acting in their individual capacities and not as agents, employees, joint-venturers, or associates of one another.

9. Confidential Information

9.1 UW and UvA acknowledge and agree that records about any of the Exchange Students and any personally identifiable information from such records (collectively “Student Information”) created by either party and/or provided by one institution to the other are confidential. Accordingly, each party agrees not to disclose or re-disclose any Student Information to any third party without the prior written consent of the student and/or the other institution. Each institution also agrees to only use Student Information for the purpose(s) for which the Student Information was disclosed in connection with the administration of this Agreement. If one institution receives a request for Student Information from a third party (e.g. subpoena), the receiving institution shall, to the extent permitted by law, notify the other institution promptly, and will reasonably cooperate with the other institution in complying with or responding to such request. Each institution agrees to implement, maintain, and use reasonable physical, electronic, technical, and managerial safeguards to prevent unauthorized physical and electronic access to and disclosure of Student Information; to ensure the confidentiality, integrity, and availability of all Student Information; and to prevent accidental loss, destruction or damage of Student Information. This section shall survive termination of this Agreement.

9.2 Candidates will be subject to the relevant rules, regulations and procedures of the Host University. Candidates must comply with national requirements of the Host-University. Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. UW and UvA may be subject to various privacy, freedom of information and public records laws. Both parties agree that they will co-operate and provide all necessary assistance within the legal limits of each country in order to comply with these legal obligations. For this matter parties agree on the content in Appendix A (Standard Contractual Clauses) of this Agreement.

10. Liability and insurance parties

10.1 The liability of each university is limited to the amount paid by the insurance company except in the case of gross guilt and/or serious negligence.

10.2 To the maximum extent permitted by law, in no event will either university be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, and regardless of whether a university was advised or had reason to know of the possibility of incurring such damages in advance, except in the case of gross guilt and/or serious negligence.

Each University shall, at its own cost, purchase and maintain (or maintain a Programme of self-insurance), at its own cost, sufficient insurance coverage, including general liability insurance or the equivalent, as would be usual or prudent for a comparable institution to maintain in respect of the activities carried on by that Party throughout the term of this Agreement to cover its obligations under this Agreement. Such insurance shall be placed with reputable insurers and each University shall provide to the other, upon request, a certificate of insurance evidencing such coverage.

10.3 In case of a natural or man-made disaster the parties will help each other to take all the necessary, reasonable and fair measures for the students.

11. Entire Agreement and Waiver

This Agreement constitutes the entire agreement between UW and UvA with respect to the subject matter of this Agreement. No waiver, consent, modification, or change of terms to this Agreement shall bind either party unless in writing and signed by both parties. No other statements or representations, written or oral, shall be deemed a part of the Agreement.

12. No Third Party Beneficiaries

UW and UvA are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

13. Severability

If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision. To this end, the provisions of this Agreement are declared to be severable.

14. Force Majeure

Neither UW nor UvA shall be liable to the other or deemed in breach under this Agreement if and to the extent such party's performance is prevented by reason of force majeure.

15. Authority to Bind

The signatories to this Agreement represent that they have the authority to bind their respective Universities to this Agreement.

16. Counterparts

This Agreement will be executed in English with duplicate originals. Each such duplicate shall be deemed an original copy of this Agreement for all purposes.

17. Liaison Officers

UW and UvA will each designate an individual or Office to serve as a liaison officer to facilitate the terms of this Agreement. UW designates the Office of Global Affairs, 022 Gerberding Hall, Box 351237, Seattle, WA. 98195-1237, Tel. 5.1, lid 2, i. UvA designates the Bureau of International Student Affairs (BIS), Roeterstraat 11, 1018 WB Amsterdam, The Netherlands. If UW or UvA desire to change this designation, they shall do so providing notice as required by Paragraph 18.

18. Addresses for Notices

If a University is required to provide Notice under this Agreement, it should be provided to:

University of Washington Office of Global Affairs 022 Gerberding Hall, Box 351237 Seattle, WA, 98195-1237 USA Email: 5.1, lid 2, e	University of Amsterdam International Student Affairs Postal Address: Valckenierstraat 59 1018 XE Amsterdam The Netherlands Email: 5.1, lid 2, i
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For University of Washington

5.1, lid 2, e



Vice Provost for Global Affairs

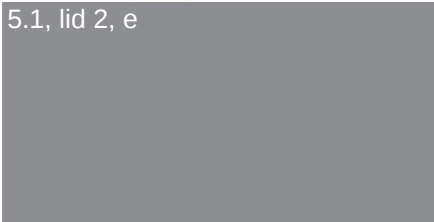
5/4/22

Date

Appendix A: Standard Contractual Clauses

For University of Amsterdam

5.1, lid 2, e



President

10 May 2022

Date

cov1075



Brussels, 4.6.2021
C(2021) 3972 final

ANNEX

ANNEX

to the

COMMISSION IMPLEMENTING DECISION

**on standard contractual clauses for the transfer of personal data to third countries
pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council**

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’)

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.

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

- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
 - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - (ii) Clause 8.5 (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

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.

data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.

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

8.6 Sensitive data

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

8.7 Onward transfers

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

- (i) it is to a country 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;
- (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

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.

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 provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.

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.

- (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 lays 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.

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.

- (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 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

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

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 of student exchange 5.1, lid 2, i

Signature and date: _____ d. 10 May 2022

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: 5.1, lid 2, i

Address: Office of Global Affairs
022 Gerberding Hall, Box 351237
Seattle, WA, 98195-1237
USA

Contact person's name, position and contact details: Jeff Riedinger, Vice Provost for Global Affairs, 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

Signature and date: _____ 5/13/22

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:

Exchange students.

Categories of personal data transferred: Exchange students: first and last name, date of birth, address details, email address, emergency contact details, report/official transcript of the academic achievements. (hereinafter: 'Personal Data').

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: The personal data may include data concerning health as relevant to any health or emergency situations.

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

Nature of the processing: Manually or automated means of collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

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

To facilitate an exchange of students for study at the host or home institutions named in the student exchange agreement and to support students' successful participation in and completion of the exchange programme set forth in the student exchange agreement.

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

The partner university is requested to transfer the required data to the University of Amsterdam and remove the data about students, including study results, as soon as possible upon termination of the exchange period. If this is not possible due to local law and legislation, the partner university should delete the data including study results as soon as the applicable data storage period has passed.

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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Questionnaire Schrems II

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

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

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

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

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

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

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

If so, please specify these laws:

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

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

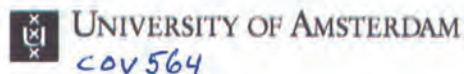
☒ Yes ☐ No ☐ We are under a legal obligation not to answer this question

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

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

- The pseudonymization and encryption of personal data;
- The ability to ensure the ongoing confidentiality, integrity, and availability and resilience of processing systems and services;
- The ability to restore the availability and access to personal data in a timely manner in the situation of an incident or unanticipated event;
- A process for regularly testing, assessing, and evaluating the effectiveness of the technical and organizational measures.
- These controls are further described and required by UW Administrative *Policy Statement 2.6 Information Security Controls and Operational Practices*.

<https://www.washington.edu/admin/rules/policies/APS/02.06.html>



AGREEMENT FOR COOPERATION
BETWEEN THE
UNIVERSITY OF WISCONSIN-MADISON, USA,
AND THE
UNIVERSITY OF AMSTERDAM, THE NETHERLANDS

* * * * *

Declaration of Purpose

Whereas the University of Amsterdam (hereinafter known as UvA) and the Board of Regents of the University of Wisconsin System, operating as the University of Wisconsin-Madison, (hereinafter known as UW) desire to expand scholarly ties, facilitate academic cooperation, and promote mutual understanding, UvA and the UW have agreed to establish a mutually beneficial student exchange relationship. Now therefore, UvA and the UW agree as follows:

SECTION 1. Rules governing the student exchange

1.0 Basic terms. UvA and UW agree to an exchange of undergraduate and graduate students for a period of three (3) academic years beginning in 2018-2019 with nominations being exchanged by a mutually agreed upon date. This exchange shall be governed by the following rules:

1.1 Quotas. For each year, each party may send to the host institution the equivalent of three (3) full-time students up to a total of six (6) person semesters (two person semesters equals 1 student for 2 semesters or 2 students for 1 semester each). The overall number participating in the exchange can be increased with the consent of both parties.

1.2 Access. Undergraduate students will be permitted to enroll in all courses and programs at the Host University for which they are qualified with the exception of those courses or programs in which places may not be available due to enrollment limitations. Exchange students are rarely, if ever, able to enroll in courses in UW professional schools (Law, Medicine, Business, Veterinary Medicine, Nursing, etc.). Students will be entitled to the same privileges and subject to the same rules and regulations as other students at the host institution. UvA students will be admitted as non-degree University Special Students and will attend regular classes and the orientation program, which International Academic Programs offers for exchange students. UW students will be admitted as non-degree exchange students and will attend regular classes and the orientation program which International Student Network Amsterdam (ISN) offers for exchange students.

Students from UW will be free to choose courses from the full range of courses available in the division to which they have been admitted at the UvA, provided that they satisfy the individual course prerequisites, and on the understanding that additional selection procedures may be required for courses with limited enrolment. Fulfilling the requirements for a course does not guarantee placement in a course as most courses have a maximum participation limit.

1.3 Balance. If the number of person semesters between UW and UvA is not achieved in a given year, the exchange will be brought back into balance in each three-year cycle. No imbalance should be carried beyond a period of three years. If either university is unable to send the maximum number of exchange students in any year during the Term of the Agreement, then that university will be eligible to send additional exchange students, equal to the deficit, in the following year during the Term of the Agreement. The intention is that over three years, an equal number of student semesters will be undertaken in each direction.

1.4 Student status. All students shall be bona fide students of the home institution and be engaged in a degree-oriented course of study. The home institution will recognize the credits its students earn while at the host institution. It is understood that students admitted under the terms of this Agreement will continue as candidates for degrees at their home institution, and will not be candidates for degrees of the host institution.

1.5 Selection of participants. Each university will determine its own method of selecting students for the exchange program. Students will be selected without regard to race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status or physical handicap. The official acceptance of students recommended for the exchange program is contingent upon final acceptance by the host institution, but UvA and UW will each accept the participants selected by the other party if mutually acceptable academic and/or professional qualifications and standards are met. Final decisions will be made on the basis of the candidates' qualifications (e.g. academic record, language proficiency, ability to benefit from a particular course of study at the host institution) and the availability of space. All participants will be treated in the same non-discriminatory manner.

1.6 Language ability. Students must possess language ability necessary to fulfill their academic work plan. For students whose native language is not English, UvA will nominate students with an Internet-based TOEFL in the 95-105 range (587-620 on the paper-based test) or an IELTS score of 6.5-7.5. Students whose native language is English or whose undergraduate instruction is primarily in English, may receive a waiver of the testing requirement through a letter from the institution certifying that their English language ability meets the above standard.

1.7 Tuition and fees. Each student will pay any tuition or other fees at the home institution and shall not be assessed additional tuition by the host institution. Incidental fees and expenses including research materials, certain fees based on the choice of courses such as lab fees, books, and supplies shall be the responsibility of the enrolling student. The use of non-obligatory services and functions, such as extra-curricular activities, sports or recreational facilities at the host institution may require the payment of fees to the host institution by the student.

1.8 Housing, food, travel. All UvA and UW students will be financially responsible for their own housing, food, and travel. The host institution will assist participants in obtaining housing to the extent feasible. When possible, dormitory housing will be arranged.

1.9 Medical costs. Each institution shall provide the students it hosts with the same coverage of medical costs and right to medical benefits as provided to its own domestic students. Specifically, students hosted by the UW shall be entitled to use clinical services on the same terms as UW students. Additionally, all students hosted at the UW must purchase the UW's mandatory health insurance plan for international students (SHIP), unless comparable coverage is already in effect as determined by the UW Student Health Insurance Plan office. UW students at UvA will have access to all clinical services provided to regular and exchange students at UvA. All UW students must enroll in health insurance through an insurance plan offered through a UW System required insurance plan.

1.10 Student privacy. UvA acknowledges that records containing information about students are protected by United States federal law and, as such, are considered confidential information. UvA hereby agrees that its personnel will use such information only in furtherance of the exchange program and will not disclose such information to any third party (1) without prior written notice to UW and the affected student's prior written consent or (2) on a need-to-know basis as necessary to mitigate a health and safety emergency.

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.

Section 2. Administration of the exchange

2.0 Exchange officers. An exchange officer for each institution shall administer this exchange. The UW Dean of International Studies, or her/his designee, shall serve as exchange officer for the UW. International Academic Programs (IAP) will serve as the administrative unit for this exchange program at UW. The UvA Office of International Student Affairs shall serve as exchange officer for UvA. Each exchange officer will designate an emergency contact telephone number that will be monitored twenty-four hours a day, seven days a week.

2.1 Review and termination of the project. The partners will regularly review the exchange created under this agreement to assess the desirability and feasibility of continuing the relationship under present terms. The partners may terminate the relationship at a mutually agreed upon date. Either partner may terminate the relationship by written notice to the exchange officer of the other institution one year prior provided that either (a) the terminating partner does not have a balance deficit or (b) if a mutually agreed upon settlement has been reached.

2.2 Limitation of resources committed. This agreement does not create an obligation for either party to provide resources necessary to carry out the project except as approved by the party responsible for providing those resources. No supplementary funding commitments are created for either party by this agreement.

2.3 Refund of fees. No refund of tuition or fees will be made if a student is unable to complete her/his exchange courses. Once a student has arrived at the host institution, the student will be included in the calculation of balance even if the student withdraws before the end of the semester underway.

2.4 Approval and duration. This agreement shall take effect upon signature below by each of the partners for the term beginning in September 2018 and shall be in force for three years, or until either partner provides notice of termination as described in section 2.1 above. The agreement will be evaluated **one (1)** year before it ends to decide whether the agreement will be renewed for a further term. Any participants then enrolled in the Program shall be permitted to finish out their semester(s).

For the University of Wisconsin-Madison
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5.1, lid 2, e



12-7-18
Date

26 FEB. 2019
Date

Student Exchange Agreement

Between

University of Amsterdam

and

University of Wisconsin–Madison

Declaration of Purpose

Whereas the University of Amsterdam and the Board of Regents of the University of Wisconsin System, operating as the University of Wisconsin–Madison, desire to expand scholarly ties, facilitate academic cooperation, and promote mutual understanding, UvA and UW agree to renew their mutually beneficial student exchange relationship.

PARTICIPATING PARTIES

- I. University of Amsterdam (“UvA”)
- II. University of Wisconsin (“UW”)

THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- 1.1. The following definitions are used in this Agreement:

“**Agreement**” means this Agreement for the Exchange of Students;

“**Exchange**” means the exchange of students between the parties pursuant to this Agreement;

“**Home-University**” means, in respect of a specific Exchange candidate, the party providing the Exchange candidate;

“**Host-University**” means, in respect of a specific Exchange candidate, the party accepting the Exchange candidate;

“**Parties**” means Universities;

“**Candidates**” means registered students at the Home or Host University

2. Term, review and termination of the Agreement

- 2.1. This Agreement, to enter into a university-wide exchange agreement, shall begin as of the date of final signature and continue for a period of **five (5)** years, unless otherwise terminated pursuant to this Agreement. The term of this Agreement may be extended by mutual written Agreement of the parties.

- 2.2. The parties will review the terms of the Agreement annually to assess the success of the Exchange, and will determine whether to continue, modify or discontinue this Agreement.
- 2.3. Either party may terminate this Agreement by giving one (1) years' prior written notice to the other party provided that either (a) the terminating party does not have a balance deficit or (b) if a mutually agreed upon settlement has been reached, although such action will only be taken after mutual consultation in order to avoid any possible inconvenience to all concerned. Regardless of termination both parties shall continue to perform their respective obligations during the termination notice period and, after the effective termination date, shall perform those obligations incurred prior to receipt of the notice of termination. In order that all students who have commenced the programme may complete the term in session at the time of termination or work that is in progress at the time of termination.
- 2.4. Upon expiration or termination of this Agreement, each institution shall (i) cease all use of the other institution's name and logo, (ii) cease all promotion of this student exchange 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.

3. *Number of Exchange students*

- 3.1. Each university may send up to **eight (8)** candidates for a period of a semester or **four (4)** candidates for a period of one academic year or a combination of both to participate in the Exchange. The number of candidates may be increased subject to the mutual written Agreement and signed by their authorised signatories of the parties. The Exchange aims for a balance in the number of students exchanged over the term of the Agreement. If either university is unable to send the maximum number of students in any year during the term of the Agreement, then that university will be eligible to send additional students, equal to the deficit, in the following year during the Term of the Agreement. The intention is that over time, an equal number of semesters will be undertaken by students of each university at the other university.

4 *Selection, admission and registration*

- 4.1. The candidates will be students who are completing an undergraduate or graduate programme at their Home-University.
- 4.2. The candidates will be selected on the basis of merit without regard to race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status or physical handicap. The parties will each accept the candidates selected by the other party if mutually acceptable academic and/or professional qualifications and standards are met. All candidates will be treated in the same non-discriminatory manner in carrying out the provisions of this Agreement, subject to the provisions of the policies and requirements of each of the parties. Any violation of these principles will be considered grounds for terminating this Agreement.

- 4.3. The candidates will be selected by their Home-University to participate in the Exchange Programme, and will then be considered for admission as non-degree special students by the Host-University. Final decisions will be made on the basis of the candidates' qualifications (e.g. academic record, language proficiency, ability to benefit from a particular course of study at the host institution) and the availability of space. Candidates will be enrolled as full time, non-degree students at the Host-University, for a period not exceeding twelve months.
- 4.4. Candidates must satisfy admission requirements for special student status, of the Host-University.
- 4.5. Candidates are non-degree students at the Host-University and cannot become degree students without applying successfully for admission. Participation in the Exchange will not attract preferential status for admission.
- 4.6. To participate in the Exchange, candidates must meet the Host-University exchange student enrolment and admission criteria, including academic standing and language proficiency. Details of these criteria will be available in the annual Host University fact sheet and/or website prior to application. Students for whom English is not a native language must show UW that they possess the necessary language ability by showing that they received at least one of the following language test scores: 90 (ENGR) 95 (IAP/CALS/WSB) on the TOEFL (iBT), 6.5 on the IELTS, or 115 on the Duolingo English Test (DET). Alternately, an official letter from the Home-institution confirming that the Home-institution's admission requirements for English proficiency meet or exceed these standards, that the student's degree program is primarily in English, or that the student satisfactorily completed a majority/significant number of Home-institution courses in English. UW and UvA agree to work collaboratively to determine when students possess the English language ability necessary to fulfill their academic work plan.
- 4.7. Each university will appoint an individual to act as the coordinator for the Exchange.
- 4.8. The Home-University will forward the profiles of its candidates to the Host-University according the Host-University nomination deadline of the application year.
- 4.9. The Host-University will notify the successful candidates of their provisional acceptance to the Host-University approximately two months prior to the start of the semester, subject to confirmation of satisfactory examination results. Without prejudice to article 4.2 of this Agreement, the Host-University will have the right of refusal of any candidate who may appear to be unacceptable for the Exchange.
- 4.10. Candidates from Home-University will be free to choose courses from the full range of courses available in the programme to which they have been admitted at the Host-University, provided that the students satisfy the individual course prerequisites, and on the understanding that additional selection procedures may be required for courses with limited enrolment. Fulfilling the requirements for a course does not guarantee placement in

a course as most courses have a maximum participation limit.

The following programmes are not open to the Exchange being hosted by UvA: Faculty of Dentistry whereas access to the School of Medicine and graduate courses at UvA is limited and only possible on a case-by-case basis.

The following programmes are not open to the Exchange being hosted by UW: Exchange students are rarely, if ever, able to enroll in courses in UW professional schools, including but not limited to Law, Medicine, Business, Veterinary Medicine, Nursing, and Pharmacy.

- 4.11. Candidates will be guaranteed credit at their Home-university for courses taken at the Host-University, provided that their studies have received prior approval by the appropriate authorities at the Home-University, and provided that courses are successfully completed with a minimum grade acceptable to their division at the Home-University.
- 4.12. Transcripts of results from the Host-University will be provided to the Home-University as soon as possible after the completion of an exchange.
- 4.13. Each university will do its utmost to make available university accommodation for the Exchange students.
- 4.14. Candidates shall be responsible for maintaining adequate medical and health insurance coverage (including emergency medical evacuation and repatriation), life insurance, and accidental death and dismemberment insurance to the satisfaction of the Host-University. Upon request, Candidates will be required to provide proof of such insurance to their Host-University. All students hosted at UW must purchase UW's mandatory health insurance plan for international students Student Health Insurance Plan (SHIP), unless comparable coverage is already in effect as determined by the UW SHIP office. All UW students must enroll in health insurance through an insurance plan offered through a UW System-required insurance plan.
- 4.15. Parties acknowledge that the exchange of students from one university to another shall be subject to the entry and visa regulations of the USA and the Netherlands, and shall comply with the regulations and policies of UW and UvA.

5. *Fees and costs*

- 5.1. The candidates will pay the tuition and compulsory incidental fees (or any other fees) for the respective programme at the Home-University prior to departure for the Host-University. The candidates will remain registered at their Home-University throughout their participation in the Exchange. The candidates will not pay tuition at the Host University.
- 5.2. Housing fees, orientation programmes fees and visa fees will be charged by the UvA or third parties (such as the government) and are not refundable.
- 5.3. Without prejudice to the fees mentioned in article 5.2, the candidates will not be required

to pay tuition and compulsory incidental fees on arrival at the Host-University, but may elect to pay non-compulsory incidental fees.

- 5.4. Exchange students shall be responsible for all personal expenses, including but not limited to transportation, accommodation, meals, books, immigration, health insurance and entertainment.
- 5.5. No refund of tuition or fees will be made if a student is unable to complete her/his exchange courses. Once a student has arrived at the host institution, the student will be included in the calculation of balance even if the student withdraws before the end of the semester underway.

6. *Data protection*

- 6.1. Candidates will be subject to the relevant rules, regulations and procedures of the Host-University. Candidates must comply with national requirements of the Host-University. Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. UW and UvA may be subject to various privacy, freedom of information and public records laws. Both parties agree that they will co-operate and provide all necessary assistance within the legal limits of each country in order to comply with these legal obligations. For this matter, parties agree on the content in Appendix A (GDPR, Student Mobility Agreement) of this Agreement and Appendix B (Standard Contractual Clauses). UvA acknowledges that records containing information about students are protected by United States federal law and, as such, are considered confidential information. UvA hereby agrees that its personnel and any third party UvA engages for the execution of the exchange program and any third party UvA engages for the execution of the exchange program will use such information only in furtherance of the exchange program and will disclose such information to any other third party only (1) with prior written notice to UW and the affected student's prior written consent or (2) to mitigate a health and safety emergency.

7. *Liability and insurance parties*

- 7.1. 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. Subject to the foregoing, the maximum liability of either party to the other party for damages arising out of or relating to this Agreement shall not exceed € 2.000.000 per year.
- 7.3. UvA shall, at its own cost, purchase and maintain a minimum of an equivalent of two (2)

million euros general liability insurance throughout the term of this Agreement to cover its obligations under this Agreement. Such insurance shall be placed with reputable insurers and UvA shall provide to UW, upon request, a certificate of insurance evidencing such coverage. UW, as an agency of the State of Wisconsin, participates in the State's self-funded insurance program, which provides coverage for UW officers, employees, and agents, while in the course and scope of their employment or agency. This coverage is continuous under the law and is funded to pay in excess of \$2,000,000 for the negligent acts or omissions of its officers, employees, and agents. Not having an appropriate insurance as mentioned in this article will be considered as a gross guilt and/or serious negligence.

- 7.4. In case of a natural or man-made disaster the parties will help each other to take all the necessary, reasonable and fair measures for the students. Each coordinator will designate an emergency contact telephone number that will be monitored twenty-four hours a day, seven days a week.

8. *Dispute Resolution*

- 8.1 If a dispute arises between the parties relating to or arising under this agreement, the parties must use all reasonable endeavors to settle the dispute expeditiously. If a party gives notice of a dispute, each party must nominate a senior representative with appropriate authority to negotiate on behalf of the party to settle the dispute. If the dispute is not resolved within 60 business days after receipt of the notice, the dispute shall be governed by and construed in accordance with the law and courts of the country in which the defendant is located.

9. *Force Majeure*

- 9.1. Notwithstanding anything else expressed or implied in this agreement, neither party shall be liable for any failure or delay in performance under this agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, nature disasters, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labour problems, computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility.

10. *Pandemic Response*

- 10.1. The parties understand and agree that performance of this Agreement is subject to each institution's policies and procedures for managing risks associated with the Covid-19 pandemic. Should there be a conflict between an institution's responsibilities under this Agreement and that institution's current pandemic response policies or procedures, the parties agree that the institutional pandemic response policies and procedures take precedence over the terms and conditions of this Agreement. Any failure by an institution to fulfill responsibilities anticipated by this Agreement that conflict with institutional

pandemic response policies and procedures will not be considered a breach of this Agreement.

11. Independent parties

- 11.1. 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.

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

University of Wisconsin-Madison

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Barry Gerhart
Interim Vice Provost and Dean
International Division

Date:

20 February 2023

University of Amsterdam

5.1, lid 2, i

Geert ten Dam
President

Date: 26 January 2023

Appendix A: GDPR Student Mobility Agreement
Appendix B: Standard Contractual Clauses

Appendix A. GDPR

Student Exchange Agreement between

University of Amsterdam – University of Wisconsin–Madison

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

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

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

4. *Parties are obligated to respect the confidentiality of all Personal Data. This obligation of confidentiality will remain in effect after the term of this Agreement or the cooperation has ended.*
5. *Parties will not share any Personal Data to any other third party unless the information has been de-identified, or unless specifically necessary in accordance to this Agreement.*
6. *Parties have taken appropriate technical and organizational measures to ensure the security of the Personal Data. Parties will, at the other Party's first request, submit any information on the substance and nature of these measures.*
7. *Parties will not keep the Personal Data longer than is strictly necessary, and definitely not for longer than is needed to attain the Purpose, unless storage of the Personal Data is required by*

law, in which case Parties will keep the personal data for no longer than the statutory required period.

- 8. In case both Parties agree upon the transfer of the Personal Data to a third country or international organisation or the other Party is located in such third country or is such international organisation itself, and the European Commission has not decided that this third country or international organisation can ensure an adequate level of protection, the Standard Contractual Clauses as attached to this Agreement will apply.*
- 9. Parties agree that the responsibility for complying with data subject requests falls to the Party receiving the Data Subject Request in respect of the Personal Data held and under the responsibility of that Party as Data Controller.*

The Parties agree to cooperate and provide reasonable assistance as is necessary to each other to enable them to (1) comply with applicable data protection laws, (2) comply with data subject Requests and (3) respond to any other queries or complaints from data subjects.

- 3. In the event that UW is affected by an incident involving Personal Data (an actual or suspected data breach), UW must immediately inform the UvA and provide the necessary explanation and background. UW is responsible for reporting the data breach to the relevant authorities and the parties involved, as required by law. Any reporting required under the GDPR legislation will be done in consultation with the UvA's Data Protection Official 5.1, lid 2, i In this regard, UW declares in advance that they will provide full and unconditional cooperation and will, at the UvA's first request, submit any information or supplementary details.*

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.

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.

Clause 2

Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
 - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - (ii) Clause 8.5 (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

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.

costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.

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

8.6 Sensitive data

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

8.7 Onward transfers

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

- (i) it is to a country 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;
- (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

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.

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 provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.

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.

- (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 lays 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.