



ANNEX II

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

5.1, lid 2, h





5.1, lid 2, h





5.1, lid 2, h





UNIVERSITY OF AMSTERDAM

BOSTON COLLEGE

ADDENDUM #1 STUDENT EXCHANGE AGREEMENT

To
MEMORANDUM OF UNDERSTANDING
BETWEEN
TRUSTEES OF BOSTON COLLEGE, CHESTNUT HILL, MASSACHUSETTS USA
AND
UNIVERSITY OF AMSTERDAM, THE NETHERLANDS

(Signed by Boston College on _____ 2016 and by University of Amsterdam on _____ 2016)

In view of their similar dedication to excellence in teaching, research, and cultural exchange, Trustees of Boston College ("Boston College"), acting by and through the Office of International Programs, and University of Amsterdam ("UvA") hereby agree to this Exchange Agreement Addendum dated _____, with the objective of promoting international exchange among their undergraduate students.

This memorandum of Agreement ('MOA') for Student Exchange is an attachment to the Memorandum of Understanding 2016 ('MOU') between Boston College and University of Amsterdam regarding academic collaboration, and should be read in conjunction with the MOU. If there is any inconsistency between the two documents, the terms and conditions of the addendum for Student Exchange shall prevail.

Article I

Each academic year during the term of this Memorandum of Understanding, based on a 1 to 1 exchange ratio, up to 7 full year student (or 14 semester students) enrolled at Boston College may attend UvA on a no fee, non-degree basis, and 7 full-year student (or 14 semester students) enrolled at UvA may attend Boston College on a no fee, non-degree basis. Full year students may attend for one academic year (two semesters). Both institutions will attempt to select a consistent number of students from semester to semester and will cooperate to achieve the agreed upon exchange ratio, averaging over a three-year period.

Of the above places, 2 full year placements (2 academic years or 4 semesters or a combination of both) are meant for an exchange between Boston College and Amsterdam University College. These places can be occupied by students from other faculties and schools of the UvA when left unoccupied by AUC students.

Article II

Participating students will pay tuition fees to their home institution: Boston College students will pay tuition fees to Boston College and UvA students will pay tuition fees to UvA.

Article III

Participating students will continue as degree candidates of their home institution. They will be enrolled on a full-time basis as non-degree students at the host institution.

Article IV

Participating students will be nominated by their home institutions, applying the following criteria: (a) academic excellence as reflected by at least a 3.0 grade point average (or its equivalent) in previous university academic work, and (b) satisfactory compliance with other institutional norms for study abroad. Students must have completed at least two years of university work prior to enrollment in the exchange program. It is understood that each institution reserves the right to reject candidates, provided that the home institution shall have the right to appeal and ask for reconsideration.

Article V

Each institution agrees to provide a transcript of grades earned by each student within one month after the end of each semester. Each institution will attempt to provide assistance in translating grades and credits into the home institution's system. Although recognition is given to academic credits granted by both institutions, transfer courses must meet the home institution's credit and curricular requirements.

Article VI

Each institution will make reasonable efforts to assist exchange students in finding suitable accommodation, organize orientation activities for the students, and provide ongoing academic and social support services to the students. The cost of housing and other compulsory or incidental fees must be paid by each participating student. Students must obtain health insurance coverage that meets the requirement of the host institution.

Miscellaneous costs at Boston College include, but are not limited to the following:

- Laboratory Fee (if any)
- Mandatory Medical Insurance Fee
- Campus Health (Infirmary) Fee (if on campus)
- Student Identification Card Fee

Article VII

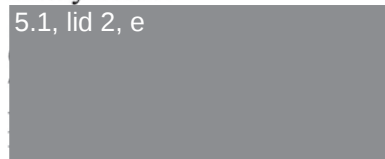
Participating students will pursue an academic program according to the standards of the host institution and observe all policies and rules, academic and otherwise, of the host institution. The host institution will promptly notify the home institution if the host institution becomes aware that any exchange student is failing to meet or abide by the relevant standards, policies or rules, or is otherwise creating concern for the host institution. The parties will cooperate in good faith to resolve any student issues that may arise. The host institution will have the right to terminate any student's participation in accordance with the policies and procedures governing its own students, provided, however, that the host institution must have previously informed the home institution of its concerns as provided above and have given the home institution an opportunity to help resolve the issue before a termination occurs.

Article VIII

Notices and communications regarding this Memorandum of Understanding will be made to the following addresses and phone numbers:

For Boston College:

Director
Boston College Office of International Programs
Hovey House
5.1, lid 2, e



For UvA:
Coordinator
5.1, lid 2, e



Article IX

The parties will review the terms of the MoU annually to assess the success of the exchange, and will determine whether to continue, modify or discontinue the MoU. Each party reserves the right to terminate this MoU upon *six (6)* months written notice to the other provided that only *thirty (30)*- day notice will be required in the event of a termination for cause. "Cause" means that the other institution has materially breached a term or condition of this Memorandum of Understanding and has not remedied the breach within thirty (30) days after being notified of the breach by the other institution. Any students enrolled in the study abroad program at the time of termination will be permitted to complete the semester in progress.

This MoU shall take effect when signed by both parties, and will remain in effect for a period of *five (5)* years. Both universities agree to review this Memorandum of Understanding after five (5) years following the date of signing.

This Memorandum of Understanding will be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, USA, regardless of its conflicts of laws rules.

The Institutions have executed this Memorandum of Understanding effective on date first written above:

Trustees of Boston College

5.1, lid 2, e

By:

MAY 19, 2016
Date

Provost and Dean of Faculties
Boston College

5.1, lid 2, e

Univers

By:

16-6-2016
Date

University of Amsterdam



UNIVERSITY OF AMSTERDAM

BOSTON COLLEGE

**MEMORANDUM OF UNDERSTANDING ON AN INTERNATIONAL COOPERATION
BETWEEN
TRUSTEES OF BOSTON COLLEGE, CHESTNUT HILL, MASSACHUSETTS, USA
AND
UNIVERSITY OF AMSTERDAM, THE NETHERLANDS**

In view of their similar dedication to excellence in teaching, research, and cultural exchange, Trustees of Boston College ("Boston College"), acting by and through the Office of International Programs and Universiteit van Amsterdam ("UvA"), hereby agree to this Memorandum of Understanding dated _____, with the objective of promoting academic collaboration and international exchange among their students. To achieve this end, both institutions agree as follows:

Article 1

The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the parties, on a non-exclusive basis, in areas of mutual interest of both institutions.

Boston College and the Universiteit van Amsterdam agree to cooperate in the following activities:

- Exchange of undergraduate and/or graduate students;
- Exchange of faculty;
- Establishment of coordinated courses;
- Joint research projects;
- Joint publications;
- Sponsorship of international colloquia and conferences;

Article 2

A project may be initiated only if its funding has been secured. No financial obligations result from this agreement for either of the parties. All financial arrangements necessary for implementation of any collaborative project shall be mutually agreed upon and documented in writing. All collaborative

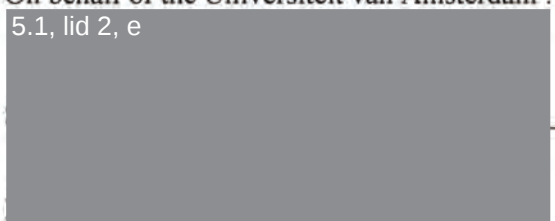
activities will be subject to the rules and regulations of both institutions, including regulations pertaining to intellectual property rights, and to liability.

Article 3

This agreement takes effect upon signature and remains in effect for five years. It shall be reviewed by both institutions in writing every year from the date of signing. The agreement may be amended at any time by agreement of both parties, and it may be extended for an additional term by mutual consent of both parties. Each party reserves the right to terminate this Memorandum of Understanding, with or without cause, upon six (6) months written notice.

On behalf of the Universiteit van Amsterdam :

5.1, lid 2, e



On behalf of Boston College:

5.1, lid 2, e



President

Date

16-6-2016

Provost and Dean of Faculties

MAY 19, 2016



**BOSTON
COLLEGE**



UNIVERSITY OF AMSTERDAM

**PREAMBLE
MEMORANDUM OF UNDERSTANDING**

BETWEEN

TRUSTEES OF BOSTON COLLEGE, USA

AND

UNIVERSITY OF AMSTERDAM, THE NETHERLANDS

Considering the academic common interests of our two universities;

Intending to maintain a framework necessary for the execution of academic co-operation;

Finding that a new Memorandum of Understanding will be beneficial to this end;

Acknowledging the importance of a long lasting co-operation between our universities;

Acknowledging, this wish of both parties to further explore the possibilities for joint research and educational programmes;

We declare that: The University of Amsterdam and Trustees of Boston College will encourage academic co-operation through research and study by signing the attached Memorandum of Understanding.



**BOSTON
COLLEGE**



UNIVERSITY OF AMSTERDAM

MEMORANDUM OF UNDERSTANDING

BETWEEN

TRUSTEES OF BOSTON COLLEGE ("BC")

AND

UNIVERSITY OF AMSTERDAM ("UvA")

University of Amsterdam (UvA) and Boston College (BC) first entered into an agreement in 1993. Since then the agreement was revised with the Memorandum of Understanding and Student Exchange Agreement in 2007. The 2007 Memorandum of Understanding and the Student Exchange Agreement have been renewed in 2016. UvA and BC acknowledge the value of continued international cooperation and wish to recognise their ongoing relationship by renewing this Memorandum of Understanding and the Student Exchange Agreement, as amended as of the date hereof.

1. In this Memorandum of Understanding (hereafter: MoU) UvA and BC hereby express their mutual wishes to encourage academic co-operation through research and study as stipulated below:
 - 1.1. To encourage exchanges by students and faculty from one university to the other for the purpose of engaging in research and education;
 - 1.2. To facilitate the admission of qualified students from one university to the other for the purpose of enrolling in undergraduate exchange and graduate exchange programmes, and in the case of advanced graduate students, participating in research;
 - 1.3. To foster the exchange of academic publications and scholarly information;
 - 1.4. To promote other academic activities which enhance the above mentioned goals
2. This MoU is a non-binding expression of the intent of the parties. Specific details of any activity must be set forth in an Agreement which, upon signing, shall become binding on the parties. Prior to initiating any specific activity, exchange, or program under this MoU, the parties will negotiate and enter into a separate agreement, signed by each party's authorized signatory, describing the terms of the activity, exchange, or program. Neither party shall have any obligations with respect to any such activity, exchange, or program unless the parties have executed such an agreement.
3. A project may be initiated only if its funding has been secured. No financial obligations result from this agreement for either of the parties. All financial arrangements necessary for implementation of any collaborative project shall be mutually agreed upon and documented in writing. All collaborative activities will be subject to the rules and regulations of both institutions, including regulations pertaining to intellectual property rights, and to liability.
4. Both universities acknowledge that the visit by faculty and 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 BC and UvA.



**BOSTON
COLLEGE**



UNIVERSITY OF AMSTERDAM

5. All activities in connection with this MoU shall remain subject to the applicable policies and procedures of each university, as well as all applicable laws and regulations. To the extent that there is any conflict between these policies, rules, and laws, both universities will agree how such policies and rules and laws will apply to any given activity and such agreement will be included in the written agreement between the universities regarding that activity.
6. Pre-existing intellectual property owned by either UvA or BC will remain the ownership of the originating institution. Access to any such intellectual property will be negotiated on a case by case basis and addressed in an agreement between the universities in connection with any specific activity undertaken. It is expected that any new intellectual property generated as a consequence of cooperative activities between the universities will normally be owned by the university creating the same, although variations to this position may be negotiated on a case by case basis and reflected in the applicable written agreement between the universities.
7. Prior to either university making any public announcement or press release about this MoU or any activities conducted hereunder, both universities must approve such announcement or press release in writing. Neither university shall use the name, seal, or any other trademark of the other in any form of publicity or promotional material without the written consent of the university concerned.
8. Neither university shall be liable for any indirect, special, incidental, punitive, consequential, or other similar damages including damages for loss of business, loss of profits or loss of use in connection with this MoU or any activity undertaken in connection with this MoU. There are no third-party beneficiaries of this MoU.
9. Renewal, Amendment and Termination
 - 9.1. This MoU shall be effective for an initial period of **five (5)** years from this date and will be automatically renewed for additional one-year terms unless terminated earlier as provided in 9.3
 - 9.2. Either party may amend this MoU at any time, provided it is with the prior written consent signed by their authorised signatories of both parties;
 - 9.3. Either party may terminate this MoU at any time by giving **six (6)** months' notice to the other party in writing.

Trustees of Boston College

5.1, lid 2, e

Provost and Dean of Faculties

Date: 6. 21. 22

University of Amsterdam

5.1, lid 2, i

Geert T.M. ten Dam
President

Date: 10 May 2022
Cov1073