



This provision shall survive any termination of this Agreement.

10. Independent Contractor: It is understood and agreed between the parties that this Agreement is not intended and does not create an employment contract between **University of Amsterdam**, any of its employees, nor does it create a joint relationship or partnership between the parties of this Agreement. **University of Amsterdam's** relationship to Chapman is that of an independent contractor. Neither Party shall incur any obligation or expense for, or on behalf of, the other Party without the other Party's prior written consent in each instance.
11. Termination: This Agreement shall be executed on the date of signature and remain in effect for three (3) years. Either institution may terminate with six (6) months' prior notice, provided that exchanges in progress, or agreed to, are not interrupted. In addition, articles of this Agreement may be revised upon mutual consultation of the both parties herein. All notices regarding this Agreement shall be sent to:
For Chapman:

Director, Center for Global Education
One University Drive
Orange, CA 92866 U.S.A.
And

Chief Operating Officer, One University Drive, Orange, CA 92866 U.S.A.

For University of Amsterdam:
Director of International Student Affairs
University of Amsterdam
Valckenierstraat 59
1018 XE Amsterdam, The Netherlands
12. Severability: In the event any provision of this Agreement shall be found to be unenforceable, that provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected.
13. Governing Law: This Agreement shall in all respects be interpreted, enforced, and governed exclusively by and under the laws of the State of California.
14. This agreement contains the entire agreement between the parties on the subjects addressed in this Agreement and replaces any other prior agreements between the parties. It supersedes all other agreements, understandings, negotiations, or discussions, either oral or in writing, expressed or implied. The parties have not executed this Agreement in reliance on any representations, inducements, promises, agreements or warranties other than those expressly contained in the Agreement. In addition, no modification of this Agreement shall be effective unless made in writing and signed by each of the parties.



UNIVERSITY OF AMSTERDAM



CHAPMAN
UNIVERSITY

This Agreement shall be binding upon the parties hereto, their successors and assigns, upon execution of both parties. The undersigned represents that he/she is a representative authorized to sign on behalf of the Parties and enter into this Agreement. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the Parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of the Agreement, as executed by the Parties, may be used in lieu of an original for all purposes permitted by law.

For Chapman University:

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Chief Operating Officer

Date:

For University of Amsterdam:

5.1, lid 2, i

President

Date:

10 JUL 2017

SEMESTER STUDENT EXCHANGE AGREEMENT

BETWEEN

**THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK
AND
THE AMSTERDAM LAW SCHOOL OF THE UNIVERSITY OF AMSTERDAM**

In recognition that the education of their students is enriched by the opportunity to study abroad, and of the benefits generated by similar programs in the past, The Trustees of Columbia University in the City of New York for its Law School ("Columbia") and The University of Amsterdam ("Amsterdam") enter into this agreement for a student exchange program:

- 1) By April ^①15 of each year, each institution may nominate up to four law students for enrollment the following academic year at the other institution, under the terms of this Agreement. Absent a written waiver from the receiving (or "host") school, the two institutions will exchange an equal number of students each year.
- 2) Columbia will consider students from Amsterdam who are interested in enrolling in Columbia Law School, but not other departments of Columbia University. Amsterdam will consider students from Columbia who are interested in studying in law classes at Amsterdam.
- 3) The period of exchange will normally be for a single academic semester. Students will normally attend the host school for either the Fall or Spring semesters. At the discretion of both the host and home institutions, students may enroll for a different period of time.
- 4) To be eligible for the exchange program, students from Columbia must have successfully completed at least one full year of academic work at Columbia Law School and be in good academic standing. Students from Amsterdam must generally have completed at least two years of undergraduate or one year of graduate law study at Amsterdam and be in good academic standing. The sending (or "home") institution may, in either case, require a longer period of study before considering any student for nomination to the program. In addition to academic achievement, the home institution will consider applicants' maturity, conduct, motivation, and preparation for living abroad in making its nominations to the host institution.
- 5) Students participating in the exchange program will be nominated by the home institution. Any students so nominated will be considered by the host institution according to its normal admissions policies and procedures. The host institution will have the sole authority over which applicants will enroll in its programs and reserves the right to reject any that do not meet its standards of admission. Before communicating admission decisions to the prospective students, each host institution will inform the other host institution of the number of students that it proposes to admit for the following academic year. The number of admitted students at each host institution normally will be capped at the number of nominated students of the school with the lowest planned nominations; however, (a) either host institution may elect in

its discretion to waive this requirement and admit more students than the other school, in which case the tuition-waiver and other provisions of this Agreement will apply to all admitted students; and (b) the host institution may elect to admit additional students under tuition and fee arrangements directly with the students or under separate agreements with the home school. If an imbalance of students attending the host institutions under this Agreement results from admitted students declining to attend a host institution, neither school will attempt to revoke admissions of any students or take other actions to assure an equal number in that academic year, and the schools will address the imbalance in the subsequent year as mutually agreeable.

- 6) The partners' respective deadlines and the announcement of admissions decisions, as well as the specific materials that prospective students are required to submit with their applications, shall be communicated between the offices and individuals responsible for administering the program. Deadlines and application requirements will be posted on the partners' respective websites.
- 7) Columbia students will be registered at Amsterdam as exchange students. Amsterdam students will be registered at Columbia as visiting students. All students remain degree seeking students solely at their home institution.
- 8) Each host institution will provide admitted students with appropriate academic advisors. Subject to the approval of their advisors at both institutions, and subject to exceptions as may be set by the host institution, exchange or visiting students will normally be permitted the same freedom of choice in course selection as enjoyed by the host institution's own students.
- 9) Exchange or visiting students will be expected to complete all academic work and examinations required by the instructors of their courses and will be evaluated and assessed according to the normal practices of the host institution. Grades will be recorded in the student information system of the host institution. Upon completion of the semester of study, the host institution will send an academic transcript for each exchange or visiting student to the appropriate office of the home institution.

The home institution will review the student's satisfactory completion of courses at the host institution. Based on its policies for transfer credit, the home institution will determine the appropriate credit for the completed courses towards the student's degree at the home institution.

Columbia will provide Columbia students who enroll at the partner school with credit toward the Columbia JD degree only for courses in which the Columbia students study law and in which their performance is assessed as equal to or greater than a "C" grade at Columbia.

- 10) The host institution will address any academic or personal problems with an exchange or visiting student according to its normal system of support and discipline. When there are serious concerns, it will inform the home institution in a timely manner, subject, however, to privacy laws applicable to the host institution. In addition, upon request, each institution will

provide reasonable cooperation to the other institution to help enable the requesting institution to comply with applicable laws (including, without limitation, anti-discrimination laws).

- 11) Columbia and Amsterdam each reserve the right to return an exchange or visiting student at any time if it decides that the student's academic work or personal behavior warrant that action. However, it normally will not do so without first informing the officer at the home institution responsible for administering the exchange program. The host institution will also promptly notify the home institution of any student who has withdrawn from the program.
- 12) The host institution will give the exchange or visiting students access to its services and facilities as routinely accorded other similarly-situated students, according to each institution's terms and conditions.
- 13) Except as may otherwise be agreed by authorized offices responsible for administering this Agreement, neither institution is expected to place students from the other institution in university-sponsored or arranged housing.
- 14) Each institution shall help facilitate the acquisition of appropriate immigration documents for exchange or visiting students. However, the prospective students are ultimately responsible for obtaining the required documents and visas in compliance with all relevant visa requirements and immigration laws. Students retain responsibility for paying any U.S. or Netherlands government or other fees that may be imposed for visa processing or immigration services.
- 15) Students from each institution will be required to have health coverage that meets the requirements of the host institution. Columbia students are responsible for obtaining their own health insurance coverage for their time abroad, including mandatory coverage for medical evacuation and repatriation. Columbia students are required to have full medical insurance prior to departure from their home country. Amsterdam students are required to enroll in the Columbia University Student health service and medical insurance plans for full-time students and to pay the associated fees.
- 16) Each host institution will not charge tuition to the exchange and visiting students. Students will pay their normal academic tuition to their home institution and any other compulsory fees it may charge while studying at the host institution. They will, however, be expected to pay any student fees the host institution charges its non-degree students. At Columbia, these include a student life fee, health fees, and a visa assistance fee. At Amsterdam, Columbia students may be required to pay student activity fees.

The cost of travel, room and board and all personal costs while attending the host institution will be the responsibility of the individual student. The home institution will be responsible for disclosing to its students, in advance, an estimate as to these costs that may be incurred while in attendance at the host institution.

Columbia students *may* be eligible for federal student aid while in attendance at the host institution. Accordingly, the Columbia financial aid office will be responsible for monitoring such

eligibility and processing awards. Any withdrawn Columbia student receiving federal student aid will be subject to federal regulations as it as it relates to the return of any unearned federal student aid.

- 17) In making admissions decisions and in the performance of this Agreement, both parties will abide by the principles of non-discrimination and academic freedom.
- 18) Responsibility for administering the exchange agreement will be handled by the following individuals and offices:

For Columbia

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Dean and Executive Director for Comparative and International Programs
Columbia Law School

5.1, lid 2, e

USA

Telephone: 5.1, lid 2, e

Email: 5.1, lid 2, e

For Amsterdam

5.1, lid 2, e

Coordinator, International Office

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THE NETHERLANDS

- 19) This Agreement will take effect on the date of signature and will continue for a period of five years. It may be renewed for further terms only by the written agreement between the two institutions. This Agreement may be amended only by written agreement between the two institutions.
- 20) Either institution may terminate this Agreement by providing six months' advance written notice. In such event, students already participating in the exchange will be allowed to complete their studies at the host institution under the terms of this Agreement in effect at the time of their acceptance into the host institution.
- 21) Either institution may terminate this Agreement upon at least 30-days advance written notice for an event of "force majeure." An event of force majeure means an act of God, civil commotion, fire, riots, strikes, legal moratorium, war, revolution, terrorist activity or action by government, that makes performance impractical or unduly expensive. It will also be considered an event of force majeure if a party determines that its continued participation would violate any laws, regulations, policies, or rules applicable to such party, or jeopardize the health or safety of its faculty, students, or staff.
- 22) Either institution may terminate this Agreement upon at least 45-days advance written notice

for a material breach of the other party, unless the breach is cured within the 45-day notice period.

- 23) Each party agrees that in connection with this Agreement it will take no action, or omit to take any action, that would violate applicable laws, including, without limitation, (i) the U.S. Foreign Corrupt Practices Act and (ii) any United States trade controls, export, and anti-boycott laws and regulations. In that connection, each party agrees that in connection with this Agreement it will not offer, promise or give, directly or indirectly, anything of value to any government official, political party official, political candidate, or employee thereof, or to any third party, for the purpose of obtaining or retaining business or obtaining any illegal benefit or advantage.
- 24) Although the parties envision a cooperative and productive collaboration, each is an independent entity with respect to one another, and nothing in this Agreement constitutes the parties as partners (in the legal sense), or joint ventures, or allows a party to create or assume any obligation on behalf of the other party for any purpose whatsoever. Neither party will assign, delegate, or subcontract this Agreement to any third party without the prior written consent of the other institution, and any attempt to do so without consent shall be void.
- 25) Neither party will make any public announcement or press release regarding the existence or contents of this Agreement, or use the name, insignia, or symbols of the other party, its faculties or departments, or any variation or combination thereof, or the name of any trustee, faculty member, other employee, or student of a party for any purpose whatsoever without the other institution's prior written consent. Nothing in this Agreement will establish an exclusive relationship between the parties, and each party may freely elect to engage in research and other initiatives with others.
- 26) This Agreement, together with its attachments (if any), is the complete agreement between the parties regarding its subject matter, and replaces any prior oral or written communications between them. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. There are no third-party beneficiaries to this Agreement. Without limitation, the prospective or participating students will have no rights under this Agreement. This Agreement may be signed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Any such original may be delivered by fax, email, or other reasonable means.

Each of the parties has caused this Agreement to be executed on its behalf by a duly authorized person.

Signatures

For The Trustees of Columbia University
in the City of New York

ALG
For University of Amsterdam

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5.1, lid 2, e

and Professor of International and
Public Affairs and History

Amsterdam Law School of the University of
Amsterdam

07/18/18
Date

11-6-18
Date

 UNIVERSITY OF AMSTERDAM
Amsterdam Law School

**MOU
FOR A JOINT PROGRAM**

Between

The Trustees of Columbia University in the City of New York (hereafter referred to as “Columbia”)
for its Law School (hereafter referred to as “Columbia”),

and

The University of Amsterdam School of Law (hereafter referred to as “Amsterdam”)

both Columbia and Amsterdam
referred to as “the Parties” or “the Institutions” (and each as a “Party” or “Institution”) in the
following.

Art. 1 – Preamble

Columbia and Amsterdam are world-class Institutions renowned for their educational programs. Given their strengths, they have identified a unique opportunity to collaborate and develop a joint program (as described below in “Program”).

Art. 2 – Objective of the Agreement

Columbia and Amsterdam agree to continue a joint program which, upon successful completion, leads to the awarding of two academic credentials: a certificate from Columbia and the LLM degree from Amsterdam. The program is expected to take two semesters for completion, including one semester at Columbia and one semester at Amsterdam.

It is envisaged that this agreement will not alter in any significant way (other than, e.g., changes in the semester in which students attend each school, and the numbers of participating students) the substantially similar joint program that Columbia and Amsterdam have shared since 2005, and which was most recently documented in the agreement between them dated March/April 2014. Should changes in applicable laws warrant alteration of the program, Columbia and Amsterdam will seek agreement on how to continue substantially similar program in international criminal law.

Art. 3 – Program Details

3.1 Program Description

Program details can be found on the following websites:

<https://passport.law.columbia.edu/index.cfm?FuseAction=Programs.ViewProgramAngular&id=10007>

<https://www.uva.nl/en/programmes/masters/international-criminal-law/international-criminal-law.html?cb>

Both Parties agree to maintain detailed program descriptions online that describe the program, including but not limited to specific degree requirements, courses, costs, and methods for students to be able to provide feedback and submit complaints.

The first semester of the Program will be offered at Amsterdam, and the second semester will be offered at Columbia.

Taken on its own as a stand-alone program, the Amsterdam LLM program requires the equivalent of 60 European Credits.

All students who participate in the Program must, during their semester in Amsterdam, earn 30 European credits from courses included in the Program menu. On behalf of Columbia students, Columbia will apply up to 12 credits towards the Columbia JD degree for work done at Amsterdam, subject to Columbia's transfer credit policies.

All students who participate in the Program must, during their period of study at Columbia, earn at least 12 Columbia credits from the courses included in the Program menu. On behalf of all students enrolled in the Program, Amsterdam will apply up to the equivalent of 30 European credits towards the Amsterdam LLM degree, subject to Amsterdam's transfer credit policies.

Students are considered enrolled at an institution when they are primarily registered and actively taking courses. Students in the Program shall enjoy the same privileges and ability to participate in all services offered by each Institution to any of its similarly-situated students. Without limiting the foregoing, each institution has established student support services and grievance procedures available for students participating in the Program, and such students will have the same access to such student support services and grievance procedures as any other student enrolled at the other institution during the semester(s) in which the student is registered, enrolled, and taking classes.

3.2 Admissions

Each Law School will be entitled to enroll a maximum of 8 students per year, with the enrolment of any additional students subject to the discretion of the host school.

Students who wish to participate in the Program will be nominated by the Institution in which the student is enrolled first. Any student so nominated will be considered by the other Institution according to its normal admission policies and procedures.

In addition to any new procedures that may be mutually developed, processing of applications and facilitating the semester abroad will otherwise be wholly in accordance with the existing procedures in place for the existing procedures in place for the existing exchange program between the two Law Schools. Those procedures include, among other things, notification and forwarding of transcripts of grades obtained by individual students.

3.2.1 Students originating at Columbia

Students from Columbia who want to participate in the Program must be nominated first by Columbia.

Students from Columbia who have been selected to participate in the program and are not rejected by Amsterdam will be registered as students at Amsterdam during the semester they spend at Amsterdam, while also remaining registered as full-time JD degree students at Columbia.

Students from Columbia who successfully complete the Program are issued an LLM degree in International Criminal Law from Amsterdam.

Columbia students may be eligible for federal student aid while in attendance at Amsterdam. The Columbia financial aid office will be responsible for monitoring such eligibility and processing awards.

3.2.2 Students originating at Amsterdam

Students from Amsterdam who want to participate in the Program must be nominated first by Amsterdam.

Students from Amsterdam who have been selected to participate in the program and are not rejected by Columbia will be registered as non-degree students at Columbia during the semester they spend at Columbia. Absent prior written agreement to the contrary, Columbia will not admit candidates from Amsterdam who have been degree candidates at another U.S. law school.

Students from Amsterdam who successfully complete the Program are issued an LLM degree in International Criminal Law from Amsterdam, and a certificate from Columbia.

3.2.3

Each Institution will retain sole authority over which applicants will be admitted to its programs, and reserves the right to reject any applicants who do not meet its standards of admission. (Students who have already earned a JD degree are not eligible to participate in the program.)

In making admissions decisions and in the performance of this Agreement, the two Institutions will abide by the principles of nondiscrimination and academic freedom. Each institution specifically agrees that in connection with the Program, including the selection of students, it will not discriminate against any person on the basis of race, color, religion, sex, gender, gender identity, pregnancy, age, national origin, disability, sexual orientation, marital status, status as a victim of domestic violence, citizenship or immigration status, creed, genetic predisposition or carrier status, unemployment status, partnership status, military status, or any other applicable legally protected status.

Students who are nominated by Columbia and then matriculate into the Program will be considered degree-seeking students at both Columbia and Amsterdam for the entire academic year.

Students who are nominated by Amsterdam and then matriculate into the Program will be considered degree-seeking students at Amsterdam, but not at Columbia. During the time when they are registered and actively taking courses at Amsterdam, they are considered full-time students at Amsterdam. During the time when they are registered and actively taking courses at Columbia, they are considered visiting, non-degree students at Columbia.

Both Institutions agree to maintain accurate descriptions of the joint program online with an appropriate level of detail, including, but not limited to, learning goals, the relationship between the universities, specific degree requirements, grading practices, courses, costs, support services, and methods for students to be able to provide feedback and submit complaints.

3.3 Tuition, Fees, and Eligibility for Federal Aid

The Program is intended to be revenue neutral, in the sense that participating students will continue to pay the usual tuition and fees to their home institution even while pursuing studies at the partner Law School abroad.

Participating students will not be charged additional tuition fees for the semester abroad.

Students will pay tuition and fees to the Institution to which they were first admitted. Students from Amsterdam will pay tuition and fees (together: “collegegeld”) to Amsterdam during both the semester they spend at Amsterdam and the semester they spend at Columbia. Students from Columbia will pay tuition and fees to Columbia during both the semester they spend at Columbia and the semester they spend at Amsterdam. The host institution may however, in all cases, charge visiting students the same non-tuition fees that it charges other similarly-situated students. The host institution may also elect to increase the fees that it charges to visiting students in an amount commensurate with any substantive increases in the amount non-tuition fees charged by the partner school. For Amsterdam, non-tuition fees are taken to mean the student services fees due by the Law School to the University central administration. Each Institution determines and approves its own tuition and fees for each academic year.

All costs, including tuition, fees, travel, room and board and all personal costs will be the responsibility of the individual student. Each Institution will be responsible for disclosing, in advance, an estimate as to these costs that may be incurred while in attendance. General tuition information for Columbia programs is posted on-line at: <http://sfs.columbia.edu/tuition-rates-and-fees> and for Amsterdam at: <https://student.uva.nl/law/az/a-z.html>

Columbia represents and warrants to Amsterdam that it is: chartered by the Board of Regents of the University of the State of New York, legally authorized to offer the JD degree, accredited by the Middle States Commission on Higher Education, and eligible to participate in Title IV programs.

Columbia affirms that it has not: (i) had its eligibility to participate in Title IV programs terminated by the U.S. Department of Education (“DOE”); (ii) voluntarily withdrawn from participation in Title IV programs under a termination, show-cause, suspension, or similar type proceeding initiated by Columbia’s licensing agency, accrediting agency, guarantor, or DOE; (iii) had its certification to participate in Title IV Programs revoked by DOE; (iv) had its application for re-certification to participate in Title IV programs denied by DOE; or (v) had its application for certification to participate in Title IV programs denied by DOE.

Amsterdam represents and warrants to Columbia that it is: located in The Netherlands, legally authorized to award the LLM degree, accredited by the Nederlands-Vlaamse Accreditatieorganisatie (“NVAO”), and ineligible to participate in Title IV programs.

If Columbia students receive credit toward their Columbia degree while enrolled at Amsterdam, they *may* be eligible for federal student financial aid programs authorized under Title IV while in

attendance at the Amsterdam. Accordingly, the Columbia financial aid office will be responsible for monitoring such eligibility and processing awards while the student is registered and actively taking classes at Amsterdam, the same as when a student is actively registered and taking courses at Columbia. When determining the student's enrollment status and cost of attendance, Columbia shall take into account all the hours in which the student enrolls at each Institution that apply to the Program. Any withdrawn Columbia student receiving federal student aid will be subject to federal regulations as it relates to the return of any unearned federal student aid. Columbia will maintain all records regarding the student's eligibility for and receipt of Title IV funds.

Both Institutions agree to actively communicate to one another student attendance information and withdrawals from the Program and to provide any other information reasonably necessary to comply with Title IV requirements, consistent with the Family Educational Rights and Privacy Act ("FERPA") and the General Data Protection Regulation (Regulation (EU) 2016/679, "GDPR") and implementing orders, to the extent applicable.

3.4 Insurance

Students' insurance requirements will be determined by the rules of the Institution at which the student is currently studying. To this end, the Parties agree to keep each other informed about the relevant applicable rules concerning insurance and to give students relevant information.

While enrolled at Columbia, students will be required to enroll in Columbia's health service and medical insurance plans for full-time students and to pay the associated fees. In addition, they must complete an immunization document, as required by New York State and other applicable law, as may be updated and revised from time to time (currently, requiring immunizations to measles, mumps and rubella). Students must submit appropriate documentation to the Columbia Health Immunization Office before they register for classes.

While enrolled at Amsterdam, all students are responsible to have valid health and accident insurance covering the whole period of study, at their own expense.

3.5 Student Responsibilities

Participating students will be responsible for complying with all policies and regulations of both Institutions; and responsible for paying the tuition, fees and all other costs associated with their study at the Institution where they are registered and actively taking courses. Students shall be responsible for arranging for any necessary visas.

Each Institution will deal with any academic or personal problems with students according to its normal system of support and discipline. When there are serious concerns, it will take reasonable measures to inform the other Institution in a timely manner compliant with applicable privacy and data protection law (notably FERPA and GDPR, to the extent applicable). Both Institutions reserve the right to remove a student at any time, following its published policies and procedures on student discipline, if it decides that the student's academic work or personal behavior warrant that action. However, it normally will not do so without first informing the other Institution.

3.6 Housing

Students will be responsible for making their own living arrangements and, in particular, for securing their own housing. Both Institutions agree to provide the students with the level of assistance in obtaining housing that they give to their other similarly situated students.

3.7 Visa

Each Party will assist students in securing the immigration documents necessary to study at its Institution. The students will pay the fees each Institution normally charges citizens of other countries for those services, as well as any fees that may be charged by governmental authorities.

3.8 Academic Advisors and Selection of Courses

Each Institution will provide students admitted to the Program with a faculty advisor. Subject to the approval of the faculty advisor, students will be permitted the same freedom in selecting courses as other similarly situated students.

Each Institution's academic departments have reviewed the other Institution's pertinent course offerings and determined that such courses, if successfully completed, fulfil its requirements, subject to each institution's policies. Each Institution retains the right to review and evaluate from time to time the other Institution's courses and programs (including syllabi and examinations) that are pertinent to this Agreement. As appropriate to meet its regulatory, accreditation, and other standards, each Institution will periodically review the courses subject to this Agreement, together with the other Institution's advertising and recruitment, admissions, appointment of faculty, content and rigor of course/program(s), evaluation of student work, outcomes assessment, academic advising, and support services. Each Institution will provide reasonable cooperation to the other to enable such reviews.

3.9 Release of the Degree

Students successfully completing the requirements of the Program and all other requirements for Columbia's JD degree, and who originate at Columbia, will be awarded two degrees: the JD from Columbia and LLM from Amsterdam.

Students successfully completing the requirements of the Program, and who originate at Amsterdam, will be awarded the LLM from Amsterdam and a certificate from Columbia.

The receipt of each academic credential will not be contingent upon the award of a degree from the other, provided that all requirements for the specified degree are met.

To obtain each credential, the students must submit (or arrange for submission, as appropriate) the relevant documentation to each Institution according to its own rules.

Each Institution will maintain full and complete records relating to the program and student performance, and shall grant the other Institution access to such records as appropriate to fulfill this Agreement, in accordance with applicable laws and policies of each Institution. Subject to Article 9, each Institution shall arrange for appropriate consents from its enrolled students as needed to enable the sharing of transcripts and other information between the Institutions as may be required for the fulfilment of this Agreement and as otherwise required by law.

Art. 4 – Other activities

Both segments of the Program and its actual implementation are subject to annual assessments as mutually agreed upon by each Law School.

Any adjustment to the Program required on the basis of the annual assessments are made preceding the start of the academic year.

Each Institution will, upon request, provide timely and reasonable access to its materials, physical site(s), and personnel in conjunction with accreditation or regulatory activities by the requesting institution's accreditors and regulators. As required by each Institution's accrediting organization, the Institution will exercise appropriate oversight for the joint program in conformity with the accrediting entity's standards and policies.

Each Institution will market and promote the Program as agreed in writing by the Parties subject to any required regulatory or accreditor approvals. Neither Party will make any public announcement or press release regarding the program, nor use the name, insignia or symbols of the other Party, its faculties or departments, for any purpose without such Party's prior written consent.

Columbia recognizes and acknowledges Amsterdam's sole ownership and rights in Amsterdam's name and associated logos, service marks and trademarks. Amsterdam recognizes and acknowledges Columbia's sole ownership and rights in the "Columbia University" name and associated logos, service marks and trademarks. Each Institution further acknowledges the value of the goodwill associated with such names and trademarks, and agrees not to dispute or contest the other Institution's right and title to its names and trademarks (or assist others in doing so) during the term of this Agreement or any time thereafter. All goodwill arising from the use of the other Institution's names and trademarks under this Agreement shall inure to the benefit of the owning Institution. Each Party agrees to use the other Party's name, logos, service marks, and trademarks only as approved by the owning Party for purposes of fulfilling this Agreement or as otherwise may be approved under separate agreements.

Art. 5 – Responsibility for the Agreement

Each Institution shall appoint a coordinator for the Program and may change the coordinator as it deems necessary or appropriate. The contact information for the coordinators will be made available in the online public information described in section 3.1.

Art. 6 – Evaluation of the Agreement

The two Institutions will consult each other when appropriate, but at least once a year, in order to evaluate progress and issues under this Agreement.

Art. 7 – Duration of the Agreement

This Agreement will be effective from the date of signature of the document by both Parties and will be valid for a period of six years, with the possibility of renewal upon the written agreement of both Parties. Either Party may prematurely terminate this Agreement with a minimum of 120 days' written notice by either Party. If either Institution exercises that option, students already participating in the Program will be allowed to complete their studies at the Institution in which they were enrolled under the terms of this Agreement in effect at the time of their acceptance into the program.

Art. 8 – Other

Each Institution will be subject to and comply with applicable laws as well as its own policies. Each Party agrees that in connection with this Agreement, it will take no action, or omit to take any

action, that would violate applicable anti-corruption regulations, export controls, and other applicable laws. Each Party agrees that in connection with this Agreement, it will not offer, promise or give, directly or indirectly, anything of value to any government official, political party official, political candidate, or employee thereof or to any third party for the purpose of obtaining or retaining business or obtaining any illegal benefit or advantage. The Parties agree not to pay any commission, bonus, or other incentive payment based in any part on success in securing enrollments or financial aid to any person or entity engaged in any student recruitment or admission activities.

Each Institution represents that it has not offered (and will not offer during the term of this Agreement) any compensation, reward, gift, favor, service, outside employment, reimbursement of expenses, loan, ownership interest, or anything else of monetary value, to any officer, employee, student, or faculty member of the other Institution as an inducement to entering into or continuing under this Agreement.

There are no third-party beneficiaries to this Agreement. Without limitation, no student is an intended third-party beneficiary to this Agreement. Nothing in this Agreement establishes a partnership or joint venture between the Institutions or allows a Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever. Each Institution will be solely responsible for payment of all salaries, wages, taxes, insurance, and benefits in respect of its faculty and employees.

No Party will be liable to the other for any failure or delay in the performance of its obligations to the extent such failure or delay is caused by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, epidemics, delays in visas, changes in laws and governmental policies, or other conditions beyond its reasonable control following execution of this Agreement. If an event of force majeure that impairs substantial performance of this Agreement continues for 60 or more days, either Party may upon written notice immediately terminate this Agreement, in which event the Parties will confer and take reasonable steps to mitigate any adverse effect on students and to each Institution.

Any 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.

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.

The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument. This Agreement may be delivered electronically or by facsimile transmission, and the Parties agree that any electronic or facsimile signatures to this Agreement will be valid and enforceable as originals.

This Agreement, together with its attachments (if any), is the complete agreement between the

parties regarding its subject matter, and replaces any prior oral or written communications between them. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. There are no third-party beneficiaries to this Agreement. Without limitation, the prospective or participating students will have no rights under this Agreement.

Art. 9 – Processing of Personal Data

9.1 Data processed

Parties will process personal data (or have it processed) only where necessary for the fulfillment of this agreement and the operation of the joint programme, including matters relating to admissions, enrollment, student performance and award of academic credentials. For Amsterdam, see <https://student.uva.nl/en/content/az/privacy/privacy.html> and information security policies as detailed at <https://www.uva.nl/binaries/content/assets/uva/nl/over-de-uva/over-de-uva/regelingen-en-regelementen/bedrijfsvoering/personeel/informatiebeveiligingsbeleid-a.pdf>; for Columbia see <https://www.cuit.columbia.edu/privacy-notice> and <https://www.registrar.columbia.edu/content/personal-information>.

9.2 Application of *Standard Contractual Clauses pursuant to General Data Protection Regulation*

As long as the European Commission has not decided that the United States and the State of New York can ensure an adequate level of protection, Module One of the Standard Contractual Clauses pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ('SCCs') will apply to personal data transferred by UvA to Columbia pursuant to this Agreement, as set out below. Please see: [Standard contractual clauses for international transfers | European Commission \(europa.eu\)](https://eudra.ec.europa.eu/medias/commitments/standard-contractual-clauses-for-international-transfers_en). 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, the Parties agree to implement the appropriate module of the SCCs or another lawful transfer mechanism to such transfer.

For transfers of personal data by UvA to Columbia subject to the SCCs, the SCCs are hereby incorporated by reference, subject to the following provisions:

1. Module one will apply, as appropriate;
2. in Clause 7, the optional docking clause will apply;
3. in Clause 11 a, the option to lodge complaints with an independent dispute resolution body, will not apply;
4. in Clause 17, Option 1 will apply, and the EU SCCs will be governed by the laws of the Netherlands;
5. in Clause 18(b), disputes shall be resolved before the courts of the Netherlands;
6. Annex I of the EU SCCs shall be deemed completed with the information set out in Article 9.1 to this agreement and the resources to which it refers. The competent supervisory authority will be the Dutch Data Protection Authority (DDPA); and
7. Annex II of the EU SCCs shall be deemed completed with the information set out in Article 9.1 to this agreement and the resources to which it refers.

9.3

In the event that any provision of this Agreement contradicts the SCCs (directly or indirectly), the SCCs shall prevail.

Art. 10 – Dispute resolution and jurisdiction

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

Signatures

For The Trustees of Columbia University
in the City of New York

5.1, lid 2, e



03/21/2024

Date

For the University of Amsterdam

5.1, lid 2, e



03/23/2024

Date

MEMORANDUM OF AGREEMENT
between
Cornell University, for and on behalf of Cornell Law School
Ithaca, New York, USA
and
University of Amsterdam, Amsterdam Law School
Amsterdam, Netherlands

GENERAL

In order to facilitate international academic exchange, to develop academic and scientific relationships, and in support of collaborative research activities Cornell University (hereinafter "Cornell") and the University of Amsterdam ("Amsterdam") agree to establish this Memorandum of Agreement (MOA) as a framework for cooperative programs in accordance with the following provisions.

PROJECT AGREEMENTS

The terms of cooperation for each specific activity implemented under this Memorandum of Agreement (MOA), including but not limited to financial aspects, shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. These Project Agreements shall be subject to the terms of this MOA and shall be attached hereto in Appendices.

SECTION 1: ACADEMIC FREEDOM

Generally accepted principles of academic freedom will be applicable to all educational and research activities undertaken by, or under the direction of, faculty who participate in the projects contemplated by this MOA.

SECTION 2: NON-DISCRIMINATION

Cornell and Amsterdam agree not to discriminate against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran status. However, participants will be cognizant of and abide by the laws of the host country. Cornell and Amsterdam shall abide by these principles in the administration of this MOA, and neither institution shall impose criteria for the exchange of faculty or students which would violate the principles of non-discrimination. Breach of this covenant may be regarded as a material breach of this Memorandum of Agreement and any related agreements.

SECTION 3: INTELLECTUAL PROPERTY

Each party to this MOA shall own the intellectual property (IP) conceived or first reduced to practice solely by its employees or agents in furtherance of projects or activities contemplated by this MOA. IP conceived or first reduced to practice jointly by employees or agents of both parties shall be jointly owned.

SECTION 4: EXPORT-COMPLIANCE

The parties hereto agree to comply with all applicable United States export laws and regulations. Unless authorized by applicable government license or regulation, neither party will directly or indirectly export or re-export, at any time any technical information or software, furnished or developed under this MOA to any prohibited country (including release of such technical information or software to nationals, wherever they may be located, of any prohibited country) as specified in applicable United States export, embargo, and sanctions regulations

SECTION 5: FOREIGN CORRUPT PRACTICES ACT/ANTI-BRIBERY COMPLIANCE

Each party represents that it has not and will not offer, promise, or authorize the payment or provision of anything of value to any individual or to any person with the knowledge or belief that he or she will give it to another individual for the purpose of improperly influencing such individual or securing any improper business or commercial advantage.

SECTION 6: ANTI-BOYCOTT COMPLIANCE

The parties agree that no provision of this MOA or any Project Agreement under this MOA shall apply if application of such provision would result in a violation of the Anti-Boycott laws and regulations of the United States.

SECTION 7: INDEMNIFICATION

Cornell and Amsterdam shall each indemnify and hold harmless the other, its officers, agents and employees, for any and all liability, damages and cost attributable to the negligent acts or omissions of the indemnifying party, its officers, agents and employees while acting in the scope of their employment, and in furtherance of activities described in this Memorandum of Agreement. Students are not employees or agents of Cornell or Amsterdam for purposes of this Agreement.

SECTION 8: INSURANCE

8(a) Each party shall maintain its own liability insurance in amounts deemed appropriate for its operations. Such insurance shall provide coverage for negligent acts, errors, or omissions and provide protection against bodily injury or property damage claims. It is expressly understood that each party shall be solely responsible for its own actions and such insurance shall not extend to protect any other party.

8(b) Students and others participating in programs contemplated by this MOA will be required to provide proof of adequate health insurance valid in the host country and acceptable to the host institution.

SECTION 9: CONDUCT

Exchange faculty and students must abide by the laws of the host country affecting foreign nationals, and by the rules and regulations of the host university.

SECTION 10: USE OF NAME

Any use of the name Cornell University or Amsterdam, including any of its constituent colleges or programs, or related logos in advertisements, publications or notices relating in any way to the activities described in this MOA shall be subject to prior written approval.

SECTION 11: NON-ASSIGNMENT

Neither party to this Agreement shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other party.

SECTION 12: RELATIONSHIP OF PARTIES

This Agreement shall not be construed to create a relationship of partners, employees, servants or agents as between parties. The parties to this Agreement are acting as independent contractors.

SECTION 13: MEMORANDUM OF AGREEMENT COORDINATOR

The below named individuals are representatives of the respective parties responsible for the development and coordination of the specific activities contemplated by this MOA. All notices or communications hereunder should be directed to the below named persons unless another addressee is hereinafter designated by written notice.

For Cornell

For Amsterdam

Name: 5.1, lid 2, e

Name: 5.1, lid 2, e

Title: Assistant Dean

Title: Dean

Email: 5.1, lid 2, e

Email: 5.1, lid 2, e

SECTION 14: APPLICATION OF LAW

The parties will consult with each other and attempt to resolve disputes or misunderstandings that arise in the administration of this MOA or any Project Agreement informally. In the event that informal attempts at resolution are not successful, the parties agree that all claims or actions, related to, or arising out of, activities described in this MOA or any Project Agreement against Cornell, its officers, agents and employees will be brought in State or Federal Court having jurisdiction in Tompkins County, State of New York, and claims against Amsterdam will be brought in the District Court of Amsterdam, having jurisdiction in Amsterdam, Netherlands. The MOA and any Project Agreement will be construed in accord with the law of the courts in which the proceedings are brought.

SECTION 15: HIGH-RISK TRAVEL

When collaborative activities pursuant to an MOA involve Cornell graduate or undergraduate students traveling to a country deemed to be high-risk by the U.S. Department of State and/or Cornell's vendor for emergency services, such travel requires prior approval from Cornell's International Travel Advisory and Response Team (ITART). Should the exchange not be approved, modifications to the originally proposed exchange schedule to address the concerns of ITART will be mutually agreed upon in writing.

SECTION 16: TERMINATION

This MOA or any Project Agreement can be terminated at any time for material breach upon provision of written notice and a reasonable opportunity to cure. Termination may also occur for any reason upon six (6) months' written notice, in which case all reasonable efforts shall be made to minimize disruption of work under existing Project Agreements.

SECTION 17: EFFECTIVE DATE/TERM

This MOA shall become effective upon signature of all parties and shall expire five (5) years after such date unless there are active project agreements operating under this MOA, in which case the MOA will be automatically extended until the termination of the Project Agreement(s) so long as the termination of the Project Agreement(s) is no more than three (3) months beyond the termination date of the MOA. No new Project Agreements shall be undertaken after the original MOA expiration date). This MOA shall be reviewed in its final year and may be extended by mutual written agreement of the parties, subject to any internal review and approval process required by either party.

SECTION 18: LANGUAGE OF EXECUTION

Although all languages are deemed equally authentic, should this MOA be executed in more than one language, the English version shall control in the event of inconsistency in meaning or interpretation of terms. All official notices, communications and proceedings under this MOA shall be delivered/conducted in English.

SECTION 19: ENTIRE AGREEMENT/MODIFICATION

This MOA constitutes the entire agreement between the parties and may be amended only in writing signed by all parties.

For Cornell University

Name: 5.1, lid 2, e

Title: The Allan R. Tessler Dean and Professor of Law

Signature: 5.1, lid 2, e

Date: 10/8/18

For University of Amsterdam

Name: 5.1, lid 2, e

Title: Dean

Signature: 5.1, lid 2, e

Date: 04.10.2018

APPENDIX A: COOPERATION AND EXCHANGE AGREEMENT
working under the
MEMORANDUM OF AGREEMENT
between
CORNELL UNIVERSITY, FOR AND ON BEHALF OF
CORNELL UNIVERSITY LAW SCHOOL
ITHACA, NEW YORK (USA)
and
UNIVERSITY OF AMSTERDAM, FOR AND ON BEHALF OF AMSTERDAM LAW SCHOOL
AMSTERDAM, NETHERLANDS

This Cooperation and Exchange Agreement ("Agreement") is made by and between Cornell University, for and on behalf of its Law School ("Cornell") and the University of Amsterdam, for and on behalf of its Law School ("Amsterdam") (individually, a "Party" or "law school" and together, the "Parties").

Unless specifically set out below, this Agreement incorporates the terms and conditions set forth in the attached Memorandum of Agreement between the Parties.

Article 1: Background

Amsterdam is a leading law school in the Netherlands with multiple Master of Laws (LL.M.) and Bachelor's programs. Cornell is a leading U.S. law school with a Juris Doctor (J.D.) program, a Master of Laws (LL.M.) program and a Doctor of Juridical Science (J.S.D.) program.

Article 2: Objective

The objective of this Agreement is to establish a flexible framework for academic collaboration, as well as faculty and student exchanges, between Cornell and Amsterdam to the end that the academic programs and activities for faculty and students of both Parties will be materially enriched.

Article 3: Student Exchanges

3.1: Number of Students

Subject to the balance requirements set out in this section:

- (a) Cornell may nominate up to 4 students to enroll at Amsterdam each academic year for a period of one semester, as non-degree students; and
- (b) Amsterdam may nominate up to 4 students to enroll at Cornell for a period of one semester, as non-degree students.

A balance in the number of such students exchanged between both law schools shall be sought over the term of this Agreement. The goal is to facilitate a reciprocal exchange of students, so that if either home institution has sent fewer students to the other, it can request that the other institution wait to send new students until the numbers exchanged are equal.

3.2: Student Language Qualifications

The nominating law school will select students that meet the language requirements of the host law school. Non-native English speakers coming to Cornell must have TOEFL Internet-based scores of at least 105 or the equivalent.

3.3: Admission Procedures

Nominated students will be required to submit a complete application (including all supplemental materials) to attend the host law school. The completed application for each student will be sent to the host law school by the application deadline. The host law school will review the application promptly and, in principle, accept the student unless there is an appropriate reason for rejecting the applicant.

3.4: Status of Students and Program of Study

Prior to participation in the exchange, students from Cornell must have completed at least three semesters of law school and students from Amsterdam must be in their final year of the undergraduate program of legal studies or be enrolled in a graduate law program. Participating students must be in good standing at the home institution.

Exchange students will be responsible for completing appropriate registration procedures at their home institution. The home institution will be responsible for selecting students to participate in the exchange program according to the selection criteria set by the host institution.

Exchange students will be permitted to enroll in courses at the host law school for which they are qualified, subject to the same requirements and conditions as students from the host law school.

Exchange students will be required to take examinations and fulfill all other requirements for the courses in which they are registered. They will be graded in the same manner as regular students and will be given credit at the host law school in accordance with the rules of the host law school.

Students will continue as candidates for degrees at their home university and will not be eligible to study for a degree at the host university nor will the courses taken count towards a degree at the host institution.

Exchange students will be entitled to treatment as regular full-time students of the host law school and will enjoy all of the same privileges and responsibilities. They will also be subject to the same rules and regulations as regular full-time students of the host law school.

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

3.5: Fees and Expenses

Exchange students will pay tuition fees and other related fees to their home law school and will be exempt from paying such fees to the host law school, except for non-waivable fees, such fees to be identified, and details provided, by the charging school in advance of receiving exchange student nominees.

Amsterdam and Cornell agree that any non-waivable or other incidental fees assessed against participating students under this Agreement will not be greater than those normally paid by students of the host university. Neither Party will make any charge for tuition or application purposes under this Agreement. Amsterdam students coming to Cornell will be required to pay a non-waivable student activities fee assessed against all students.

The home law school will be responsible for ensuring that its own students have registered and are in good standing.

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

3.6: Academic Credit, Reporting of Grades and Disciplinary Action

In principle, each law school will accept the credits earned at the host law school. It will be the responsibility of each exchange student to verify before registering for courses at the host law school that the desired courses will be eligible for credit at the home law school.

The host law school will provide the home law school with a certified transcript promptly after the exchange student has completed his or her coursework at the host law school. This obligation may be satisfied by assisting students in requesting official transcripts under established university policies.

The host law school will be entitled to discipline, including expelling, an exchange student who fails to meet the academic, conduct or other standards of the host law school applicable to host school students, provided that the person has been given the same due process afforded to regular full-time students of the host law school. The host law school will promptly inform, preferably in advance, the home law school if it appears that an exchange student will require disciplinary action.

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

3.7: Health Insurance

Exchange students will be required to provide proof of full health coverage in an amount comparable to that required at the host law school, or to purchase a special student health policy as a condition of obtaining a visa. Amsterdam students coming to Cornell as exchange students will be required to obtain and maintain the Cornell University Student Health Insurance Plan (S.H.I.P.) unless they succeed in an appeal of this requirement in accordance with policies established by Cornell.

3.8: Student Visa and Other Documentation

At their own expense, exchange students will be responsible for obtaining the appropriate visa and related documents necessary to pursue studies at the host law school. They also will be required to provide evidence of sufficient funds to cover the reasonable costs and personal expenses during their stay at the host law school.

3.9: Accommodation

Neither law school is obligated to provide housing for exchange students, but they will make the services of their respective university or law school international exchange offices available to assist these students. If university or law school housing is available at the host law school, the cost will be no greater for the exchange student than for a regular full-time student of the host law school. The exchange student will be solely responsible for all costs and expenses incurred during the period of exchange, and neither law school will be liable to the other in connection therewith.

Article 4: Additional Matters

Additional matters not covered herein will be resolved through good faith discussions between the Administrators and/or the Deans of the Parties.

Article 5: Implementation and Administration of this Agreement

Amsterdam and Cornell will each designate one faculty or staff member ("**Administrator**") to serve as the central contact person for all administrative matters arising hereunder, including its implementation during the initial term. The Administrators so designated will exchange information on a regular and timely basis, but no less frequently than once a year, regarding the academic programs and other factors relevant to the smooth and successful implementation and operation of this Agreement.

For Cornell

Name: 5.1, lid 2, e

Title: Assistant Dean

Email: 5.1, lid 2, e

For Amsterdam

Name: 5.1, lid 2, e

Title: Dean

Email: 5.1, lid 2, e

Article 6: Modification

Modifications to this Agreement must be in writing, signed by an authorized representative of each Party. As used in this Agreement, the term "writing" will include e-mails.

Article 7: Initial Term and Renewal

The initial term of this Agreement will be for a period of five (5) years beginning from the date of the last signature on this Agreement. Subject to the regulations, policies, and procedures of the Law Schools, the Agreement may be renewed by the written agreement of the Parties, provided there is an active Memorandum of Agreement between the Parties at that time.

Article 8: Termination

Either law school may terminate this Agreement, with or without cause, by providing the other law school with notice in writing at least 180 days before the effective date of termination, provided however, that termination will not affect any specific academic collaboration or faculty or student exchange approved by both law schools prior to the notice of termination.

Article 9: Annual Review and Modification

The Administrators will review the relationship established pursuant to this Agreement on an annual basis and will discuss in good faith any modifications as may be required, provided however, that the terms and conditions contained in this Agreement may only be modified in accordance with Article 6.

This Agreement has been executed in duplicate originals by the respective representatives of each school, effective upon signature of both Parties.

The Dean of Amsterdam Law School and the Dean of Cornell University Law School hereby execute this Agreement on behalf of their respective institutions.

UNIVERSITY OF AMSTERDAM
AMSTERDAM LAW SCHOOL

5.1, lid 2, e

5.1, lid 2, e

Dean

Date: 04/01/18

CORNELL UNIVERSITY
SCHOOL OF LAW

5.1, lid 2, e

5.1, lid 2, e

The Allan R. Tessler Dean

Date: 10/8/18





UNIVERSITY OF AMSTERDAM



EMORY
UNIVERSITY

**AGREEMENT
FOR A STUDENT EXCHANGE PROGRAM
BETWEEN
EMORY UNIVERSITY
AND
UNIVERSITY OF AMSTERDAM**

Emory University through Emory College (hereafter referred to as Emory), Atlanta, Georgia, USA and University of Amsterdam, Netherlands (hereafter known as UvA) hereby agree on the following terms and conditions as set forth in this Agreement, effective August 15, 2018, for a Student Exchange Program (the "Agreement"), for Emory students to enroll as non-graduating visiting students at UvA, beginning Emory's Fall Semester 2018, and for UvA students to enroll as non-graduating visiting students beginning Fall 2018. For the purposes of the Agreement, the party sending students shall be referred to as the "Home Institution," and the party receiving students shall be referred to as the "Host Institution."

Whereas, the parties previously entered into that Agreement For A Student Exchange Program Between Emory University and University of Amsterdam (the "Prior Agreement") effective July 9, 2013;

Whereas, the parties acknowledge that the Agreement replaces and supersedes the Prior Agreement in its entirety;

Now therefore, the parties agree as follows;

The purpose of the Agreement is to provide for the regular exchange of students between Emory and UvA in the conviction that such an exchange of students would enhance the education and the mutual understanding of both groups of students. Nothing in the Agreement shall diminish the full autonomy of either institution or, in any way, impose constraints upon either institution in carrying out the Agreement. It is further understood that the implementation of the exchange of students should be in keeping with the educational purpose and mission of the respective institutions.

1. **Definition:** The term "exchange of students" shall be defined as follows: As permitting the students of each of the two universities to pursue study abroad at the other university while remaining enrolled for a degree at the Home Institution and paying Home Institution tuition, without paying the tuition of the Host Institution. Emory students would enroll as full-time students at UvA and will be free to choose courses from the full range of undergraduate 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. UvA students would enroll as full-time students in the undergraduate programs of Emory College within Emory University.
2. **Reciprocity Between Emory and UvA:** In principle, reciprocity in numbers of students exchanged is to be maintained in each year that the Agreement operates on a 1-to-1 ratio (1 Emory student = 1 UvA student)]. Both Emory and UvA agree that, should an imbalance of students occur in a given academic year, the parties will make a reasonable effort to offset the imbalance as soon as possible but in any case in not more than three years. While both Emory and UvA encourage students to spend a full academic year on exchange, it is agreed that students may also elect to study for one semester. In this case, two students for one semester shall be equivalent to one student for one full academic year. Upon mutual agreement it is also possible that Emory or UvA, with the approval of the other, will compensate the Host Institution according to its regularly published fee schedule for international student tuition and fees rather than count a student in the exchange balance. The fees shall be transferred to the Host Institution bank account before the arrival of such students.

In the event this Agreement is terminated as provided for below, the institution having hosted the larger number of full-time equivalent students to that point shall be entitled to rectify any imbalance by sending additional students to the other



institution under the terms of this Agreement until the imbalance is rectified. This rectification should be accomplished within two years from the date this Agreement is officially terminated

3. **Selection:** Applicants should be second semester sophomore undergraduates or higher at the time of the exchange. In principle, students from both institutions shall have at least a 3.0 GPA or equivalent (on a 4.0 scale) in their academic work. Each institution will select its own candidates on the basis of academic and personal qualifications and submit their names and required supporting documents to the Host Institution a minimum of three months prior to the semester's commencement. The Host Institution reserves the right of final acceptance or rejection of each exchange candidate.

Students must meet the language proficiency requirements as established by the Host Institution. Where needed, students must provide written proof of their language skills along with their application form. The language of instruction at UvA is Dutch and/or English. UvA, respecting the minimum English proficiency admission level established by Emory, shall, as part of the screening procedure, closely scrutinize the English proficiency of all potential exchange candidates. If applicable, students must also meet the English proficiency requirement set by immigration regulations.

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

4. **Faculty:**
The parties hereto agree that each faculty member teaching a course in which a student is enrolled has received the terminal degree in the discipline in which he or she is teaching.
5. **Transfer of Credit:** UvA will provide Emory with all relevant information with regard to its grading and credit system (the European Credit Transfer System – ECTS). Students, upon satisfactory completion of studies of either university, will receive credit towards their degrees (including their majors) at their Home Institution; each Home Institution will decide what constitutes "satisfactory" completion for its own students. Each student will, prior to entering the program, give written permission to the Host Institution to send transcripts and other academic and conduct information to his or her Home Institution. Students' transcripts shall be sent directly to the appropriate office of the Home Institution on completion of the student's program and in any event no later than two (2) weeks after the end of the academic session. The Home Institution will maintain final responsibility for the awarding of grades and for establishing the requirements for matriculation, promotion and graduation of its students. The Home Institution will maintain all academic records and issue transcripts in accordance with its policies.
6. **Student Obligations:** All exchange students shall be subject to the same academic regulations regarding class performance as pertain to regularly enrolled students at the Host Institution. All exchange students shall be informed that they are expected, within reasonable limits, to attempt to represent their Home Institution and country in the host community to the best of their ability.

Students who are accepted for a full academic year must be in good standing and have a 3.0 GPA with no F's upon the completion of their first semester at the Host Institution, in accordance with the Host Institution's academic requirements for its regularly enrolled students. If such has not been achieved, the Host Institution may ask said student to return to his/her Home Institution. Students sent home in this way count as a student in attendance for one semester in terms of reciprocity as described in 2 above.

7. **Abiding by local laws:** Violation of local laws committed in the host country may subject the student to immediate withdrawal of his/her immigration and academic sponsorship and to immediate expulsion from the host country. Students sent home in this way count toward the reciprocity as described in 2 above. Exchange students shall abide by the laws of



the country or territory of the host institution and the rules and regulations of the host institution.

8. Financial:

- a. Tuition and Fees. The exchange students pay tuition to their Home Institution, as if they were attending that institution during their semester or year at the Host Institution, and are thus permitted to enroll in courses at the Host Institution but exempted from the Host Institution's tuition and fees. When possible, scholarships and other forms of financial aid (except work study jobs) remain in force.
 - b. Housing and Board. However, all housing and board costs are the full responsibility of the exchange student. Housing and board costs provided by Emory will be payable to Emory directly by the exchange student. Housing and board costs provided by UvA will be payable to UvA by the exchange student.
 - c. Other Expenses: Each exchange student must cover the cost of all transportation including, but not limited to, transportation from the home country to the host country with return. The following expenses shall also be borne by each student: health insurance, living expenses (including living expenses during extended academic recess, i.e., holidays, winter and spring break periods, etc.), passport and visa expenses, excess baggage shipment and storage, independent travel and such personal expenses as telephone charges, books, etc.
9. Accommodations: Emory agrees to offer each exchange student housing as follows: UvA students shall be accommodated in one of Emory's dormitories. UvA students may be housed in single rooms or in double rooms with a roommate selected by Emory's usual procedures.. UvA will make every reasonable effort to provide university-approved or suitable accommodation. Notwithstanding the foregoing, costs of housing are the sole responsibility of the exchange student, as set forth in Section 8.a. above.
10. Health Insurance: Hospital and other medical expenses are the sole responsibility of each student. Each student must purchase health insurance coverage (accident and sickness insurance) sufficient to meet minimum requirements of the Host Institution.
11. Academic Calendar: Both institutions shall inform each other of their academic calendars and any changes to the calendars. Exchange students at Emory are expected to be at Emory in time for exchange student orientation, or other related orientations, late in August if enrolled for the Fall Semester or for an orientation at the beginning of Spring Semester in mid-January if only enrolled for the Spring Semester. Exchange students at UvA are expected to be in residence in time to participate in orientation at UvA a few days before the beginning of the semester in which they enroll.
12. Student Integration: Both Emory and UvA agree to work together toward the integration of Emory exchange students into Dutch student life and the integration of UvA exchange students into American student life. All exchange students shall be subject to the same standards, requirements, rules, and regulations as the Host Institution students. In addition, the Host Institution will provide student support services and academic counseling for all exchange students. Such services and counseling will be comparable to those normally provided to its own students of the same academic level in the department to which a particular exchange student is assigned.
13. Coordination of Exchange Program: The designated coordinator at each institution will stay in close contact with his/her counterpart at the other institution. For Emory University, the Coordinator is the Study Abroad Advisor in the Office of International and Summer Programs. For UvA the coordinator is the Manager of Student Experience and Student Engagement at UvA's International Student Services. Emory and UvA will maintain close contact throughout the year to assure from the onset the best possible educational experience. To this end, Emory and UvA will send representatives to visit the other institution, as needed.



14. Emergency Response: In the event of an emergency situation (being any situation that puts a student at risk including, but not limited to, incidents of civil unrest, violent incidents or natural disasters) each Host Institution shall provide the same services and assistance to all exchange students attending the Host Institution as it provides to all other students attending the Host Institution, as related to the emergency situation.
15. Nondiscrimination: To the extent applicable, the parties shall abide by the requirements of U.S. 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. In addition, the parties agree that, in fulfilling their respective obligations and duties under this Agreement, they shall not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status.
16. Anti-Corruption: The parties represent, warrant, and agree that they have not taken, and will not take, any action related to or arising out of this Agreement, which in any way violates, or aids or abets any violation of, the United Kingdom Bribery Act, the United States Foreign Corrupt Practices Act, or the applicable anti-corruption laws of any country. Specifically, and not in limitation of the foregoing, the parties represent, warrant, and agree that they have not, and will not, in connection with this Agreement, directly or indirectly request, give, offer or promise to give, or authorize another party to give any money or anything of value to any person (whether or not such person is a government official) for the purpose of inducing such person to improperly take or improperly omit to take any action in order to secure a business advantage.
17. Privacy: Both Institutions agree that they shall refrain from disclosing the student's educational records except with the student's consent or as permitted under the Family Educational Rights and Privacy Act and all regulations there under. Each party will protect all personal information in a manner consistent with legal and policy requirements as applicable to it, including those that relate to privacy, and to treat it as confidential and to ensure that it is collected, used, destroyed, and retained only as necessary for, and consistent with this agreement.
Students shall abide by the laws of the country or territory of the Host Institution and the rules and regulations of the Host Institution.
18. Termination of Agreement: The Agreement shall be in effect for five (5) years from the date first written above. It is understood that this Agreement may be subject from time to time to revision or modification by mutual agreement. Furthermore, either Emory or UvA may terminate the Agreement, with such termination to be effective only at the beginning of any academic year (i.e., the beginning of Fall Semester) by official, written notification duly signed by the official of the notifying party who signed the original agreement or his/her replacement. This notice of termination must be received by the other party no later than nine (9) months before the beginning of the academic semester in which the termination is to become effective. It is assumed that such action would only be taken after due mutual consultations in order to reduce any possible inconvenience to the other institution. Notwithstanding the foregoing, either party reserves the right to cancel the program and shall not be liable to the other party in the event of a natural disaster, civil unrest, disease outbreaks, act of God, war, strike, governmental restrictions in, or national government travel warnings. Such other party will be immediately informed if a cancellation due to these circumstances is being considered.
19. Counterparts: The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
20. Governing Law: This Agreement will be governed by the laws of the State of Georgia.
21. Use of Logos and Names: Neither party may use any identifying marks of the other without the express written permission of the other party.



UNIVERSITY OF AMSTERDAM



EMORY
UNIVERSITY

22. No Agency: Nothing herein shall be construed to create an agency relationship between the parties. The parties are independent contractors and no legal relationship is intended by this Agreement.
23. Authoritative Version: The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.
24. Severability: If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the undersigned have executed the Agreement for a Student Exchange Program as of the effective date written above.

University of Amsterdam:

5.1, lid 2, i

By: _____
Prof. Dr. G
President

Date: -7 MEI 2019

Emory University:

5.1, lid 2, e

By: _____
Phil
Vice Provost for Global Strategy and Initiatives

Date: 6/3/2019
5.1, lid 2, e

Dean, Emory College of Arts and Sciences

Date: 5/30/2019

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

This First Amendment dated as of December 20, 2022 (the "First Amendment") amends the Student Exchange Agreement between the University of Amsterdam and Emory University. The University of Amsterdam and Emory University may each be referred to as a "party" or collectively, the "parties."

The University of Amsterdam and Emory University entered into a Student Exchange Agreement dated 7 May 2019 (the "Existing Agreement");

The parties wish to modify the Existing Agreement, clause 17, relating to Privacy;

The parties now agree as follows:

1. All capitalized terms used in this First Amendment shall have the same meaning as defined in the Existing Agreement. All references to "Agreement" in the Existing Agreement shall refer to the Existing Agreement as amended by this First Amendment.
2. Clause 17 of the Existing Agreement, is removed, and replaced with Standard Contractual Clauses attached in the First Amendment.
3. This First Amendment shall supplement the terms and conditions of the Agreement. All terms and conditions of the Agreement not addressed or modified herein shall remain in full force and effect.
4. This Agreement, as amended by this First Amendment, constitutes the entire agreement of the Parties regarding its subject matter and supersedes and replaces any prior arrangement, understanding or statement between the parties, whether written or oral regarding the subject matter.

UNIVERSITY OF AMSTERDAM

Prof. Geert ten Dam,
President

Date 21 december 2022

5.1, lid 2, i

5.1, lid 2, e

Vice Provost for Global Strategy and Initiatives

Date 12/19/2022

Appendix A: Standard Contractual Clauses

STANDARD CONTRACTUAL CLAUSES**Controller to Controller****SECTION I*****Clause 1*****Purpose and scope**

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) ⁽¹⁾ for the transfer of personal data to a third country.
- (b) The Parties:
 - (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter ‘entity/ies’) transferring the personal data, as listed in Annex I.A (hereinafter each ‘data exporter’), and
 - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each ‘data importer’)have agreed to these standard contractual clauses (hereinafter: ‘Clauses’).
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2**Effect and invariability of the Clauses**

- (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

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.



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.

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.

8.5 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the personal data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter 'personal data breach'). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.
- (b) The Parties have agreed on the technical and organisational measures set out in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (c) The data importer shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (d) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.
- (e) In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the data importer shall without undue delay notify both the data exporter and the competent supervisory authority pursuant to Clause 13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.
- (f) In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data exporter, together with the information referred to in paragraph (e), points ii) to iv), unless the data importer has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case, the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.

- (g) The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

8.6 Sensitive data

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

8.7 Onward transfers

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

- (i) it is to a country 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 recipient and the possible risks of such transfer to him/her due to the lack of

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.



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.
- (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

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.

transferred, the purpose of such onward transfers and their ground pursuant to Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 12(c)(i);

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

Clause 11

Redress

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.



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

Clause 12

Liability

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

Clause 13

Supervision

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

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

Clause 14

Local laws and practices affecting compliance with the Clauses

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
 - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards ⁽⁵⁾;

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



- (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right 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

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.

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