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Clauses.

- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
 - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination— including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards (5);
 - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

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



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- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).



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- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:



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- (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
- (ii) the data importer is in substantial or persistent breach of these Clauses; or
- (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of the Netherlands.

Clause 18

Choice of forum and jurisdiction

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of the Netherlands.



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- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX

EXPLANATORY NOTE:

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.



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ANNEX I

A. LIST OF PARTIES

Data exporter(s):**Name:** University of Amsterdam**Address:** Spui 21 (1012 WX), Amsterdam**Contact person's name, position and contact details:** Prof. Dr. Geert ten Dam, President,
5.1, lid 2, i

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

Contact details DPO: 5.1, lid 2, i**Activities relevant to the data transferred under these Clauses:** Provision of student data for the purpose of student exchange 5.1, lid 2, e**Signature and date:** 7 December 2021**Role (controller/processor):** Controller**Data importer(s):****Name:** Fordham University**Address:** 441 E. Fordham Road, Bronx, New York 10458 USA**Contact person's name, position and contact details:** 5.1, lid 2, e Esq. Associate General Counsel, 5.1, lid 2, i

Security breaches can be reported to Fordham University's Information Security Office (UIISO) via email sent to 5.1, lid 2, i during the term of this Processing Agreement.

Activities relevant to the data transferred under these Clauses: Provision of student data for the purpose of student exchange 5.1, lid 2, e**Signature and date:** 12/8/2021**Role (controller/processor):** Processor



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B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:

Exchange students.

Categories of personal data transferred:

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

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:

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

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

A one-off or continuous basis.

Nature of the processing:

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

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

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

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

During student's nomination, application and exchange period until three months after the exchange ends.

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

N.a.

C. COMPETENT SUPERVISORY AUTHORITY

The Dutch Data Protection Authority (DPA)



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ANNEX II

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

Technical and organizational measures Fordham University employs to ensure the security of data.
5.1, lid 2, h





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5.1, lid 2, h



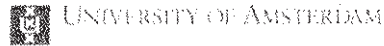
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5.1, lid 2, h





MEMORANDUM OF UNDERSTANDING

BETWEEN

FORDHAM UNIVERSITY, BRONX, NEW YORK

AND

UNIVERSITY OF AMSTERDAM, THE NETHERLANDS

Fordham University, a not-for-profit educational institution chartered by Special Act of the Legislature of the State of New York, United States of America, with a principal place of business located at 441 East Fordham Road, Bronx, New York 10458, and the University of Amsterdam, with a principal place of business located at Spui 21, 1018 WX Amsterdam, The Netherlands hereby agree to encourage academic co-operation through research and study as stipulated below. Specific details of any activity can be set forth in a Supplemental Letter of Agreement (SLOA) which, upon signing shall become an integral part of this Memorandum of Understanding (MoU). This agreement supersedes and replaces any previously existing agreements between the named parties to this agreement.

Purpose of the MoU:

- a) To encourage visits by faculty and students from one university to the other for the purpose of engaging in research and education;
 - b) To facilitate the admission of qualified students from one university to the other for the purpose of enrolling in undergraduate and graduate programs, and in the case of advanced graduate students, participating in research;
 - c) To foster the exchange of academic publications and scholarly information; and
 - d) To promote other academic activities which enhance the above mentioned goals.
- 2) Both universities acknowledge that the visit by faculty and students from one university to another shall be subject to the entry and visa regulations of the United States of America and the Netherlands and shall comply with the regulations and policies of Fordham University and the University of Amsterdam.
 - 3) Both universities agree that all expenses, including research materials, international and domestic travel, per diem, honoraria and all other costs, shall be the responsibility of the home university and determined on a case-by-case basis. However, each side will do its utmost to make available university accommodation to visiting faculty and students.
 - 4) This MOU shall take effect when signed by both parties, and will remain in effect for an initial period of five (5) years, unless terminated earlier as described below.



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Both universities acknowledge that this MoU is subject to revision and termination without cause at any time by mutual consent, or by six (6) months' written notice by either party.

On behalf of Fordham University

5.1, lid 2, e

Provost

Date: 1/9/18

On behalf of University of Amsterdam

5.1, lid 2, i

Professor

President

Date:

21 DEC. 2017





Supplemental Letter of Agreement for the Exchange of Students

Between

Fordham University

and

University of Amsterdam

The purpose of this Supplementary Letter of Agreement (SLOA) is to set out the terms and conditions of a university-wide undergraduate student exchange agreement. This SLOA is to be seen as an integral part of the Memorandum of Understanding (MoU) between Fordham University and the University of Amsterdam (hereinafter known as Amsterdam).

1. The two parties agree to enter into a university-wide undergraduate student exchange agreement, commencing in the year 2018.
2. Each institution will appoint an individual to act as the coordinator for the exchange and will communicate the name and title of this individual to his/her counterpart at the other institution.
3. The participating students will register at the host institution for the full academic year or for a minimum of one academic term.
4. Each institution may send up to four (4) students for a period of a semester or two (2) students for a period of one academic year or a combination of both to participate in the exchange. The number of participants may be increased subject to the mutual agreement of both universities.
5. It is expected that in any given year there will be an equal number of students exchanged from each institution.
6. Notwithstanding Clauses 3 and 4 above, while equal numbers in every year may not be possible, efforts will be made to have equal numbers exchanged over a three-year period.
7. The candidates will be students who are completing an undergraduate at their respective institutions.
8. The candidates will be selected by their respective institutions to participate in the exchange, and will then be considered for admission as non-degree special students by the host institutions. Candidates must satisfy admission requirements for special student status, including language proficiency requirements, of the host institution.



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9. Participants in the exchange will be required to have completed at least two (2) years of full-time university studies prior to participation in the exchange.
10. The sending institution will forward the profiles of its candidates to the host institution by agreed upon deadline.
11. The host institution will notify the successful candidates of their provisional acceptance to the institution by the agreed upon deadline, subject to confirmation of satisfactory examination results in June or July; the host institution will have the right of refusal of any Amsterdam candidate who may appear to be unacceptable for the exchange.
12. The participants in the exchange will pay the tuition and compulsory incidental fees (or any other fees) for the respective program at the home institution prior to departure for the host institution. For Fordham University some fees cannot be waived for exchange students, specifically the General Fee, Technology Fees, International Student Services Fee, and Health Insurance Fee.
13. Students from Fordham University will be free to choose courses from the full range of courses available in the division to which they have been admitted at Amsterdam, provided that they satisfy the individual course prerequisites, and on the understanding that additional selection procedures may be required for courses with limited enrolment. Students from Amsterdam will be free to choose courses from the full range of courses available in the division to which they have been admitted at Fordham University, provided that they satisfy the individual course prerequisites, and on the understanding that additional selection procedures may be required for courses with limited enrolment. *Course load for students attending Fordham University will be limited to the maximum permitted at the University for full-time students. Students may take up to the maximum credit load that is allowed at the host institution, defined as the maximum number of credits the host's own students may take in an academic term without incurring additional charges.*
14. At the end of the academic year, the participants in the exchange will request the host institution to send to the home institution a report/official transcript of their academic achievement within two (2) months of final term.
15. Students of Fordham University will be guaranteed credit at their home institution for courses taken at Amsterdam, provided that their studies have received prior approval by the appropriate authorities at Fordham University, and provided that courses are successfully completed with a minimum grade acceptable to their division at Fordham University.
16. Students of Amsterdam will be guaranteed credit for their studies at Fordham University, provided that their studies have received prior approval by the appropriate authorities at Amsterdam, and provided that courses are successfully completed with a minimum grade acceptable to their division at Amsterdam.



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17. Participants in the exchange are not degree candidates and cannot become degree candidates without applying for admission. Participation in the exchange will not attract preferential status.
18. Each participant in the exchange must ensure that they have adequate health and accident insurance coverage.
19. Participants under the exchange will be selected on the basis of merit without regard to race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status or physical handicap. Fordham University and Amsterdam 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 MoU / SLOA, 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 MoU / SLOA.
20. Both universities acknowledge that the visit by students from one university to another shall be subject to the entry and visa regulations of the United States of America and The Netherlands and shall comply with the regulations and policies of Fordham University and Amsterdam.
21. Implementation of this SLOA is subject to sufficient funding being procured as appropriate by each institution.
22. The official language of all correspondence between the universities will be English. Applications and correspondence from both parties should be sent to the following designated offices:

For Fordham University:

For Fordham (on this agreement):

5.1, lid 2, e Director
Office of International Initiatives
Fordham University
Cunniffe House, 221
441 East Fordham Road
Bronx, New York 10458, USA

For Fordham (on applications and billing issues):

5.1, lid 2, e Director
International and Study Abroad Programs
Walsh Library 039
441 East Fordham Road
Bronx, New York 10458, USA



For Amsterdam:

For Amsterdam (on this agreement):

5.1, lid 2, e [redacted] director International Student
Affairs
University of Amsterdam
Valkenierstraat 59
1018 XE Amsterdam
The Netherlands

23. The parties will review the terms of the SLOA annually to assess the success of the exchange, and will determine whether to continue, modify or discontinue the SLOA. The SLOA will commence on the date of the last signature signed below and will continue in full force and effect for three (3) years from and including that date. Both Parties will review the operation of the SLOA one (1) year before it ends to decide whether the SLOA will be renewed for a further term. The SLOA will only be renewed by mutual written agreement of the Parties. This SLOA may be terminated by either Party providing six (6) months written notice to the other Party.

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

Fordham University

5.1, lid 2, e
[redacted]

University of Amsterdam [redacted]

5.1, lid 2, i
[redacted]

Prof. Dr. Geert ten Dam, President

Date: 1/9/18

Date: 21 DEC. 2017





UNIVERSITY OF AMSTERDAM

FORDHAM UNIVERSITY
THE JESUIT UNIVERSITY OF NEW YORK

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FORDHAM UNIVERSITY, NEW YORK, USA
AND
UNIVERSITY OF AMSTERDAM, THE NETHERLANDS**

Fordham University, a not-for-profit educational institution chartered by Special Act of the Legislature of the State of New York, United States of America, with a principal place of business located at 441 East Fordham Road, Bronx, New York 10458, USA and the University of Amsterdam with a principal place of business at Spui 21, 1012 WX Amsterdam, The Netherlands, agree to encourage academic co-operation through research and study as stipulated below. Specific details of any activity can be set forth in a Supplemental Letter of Agreement (SLOA) which, upon signing shall become an integral part of this Memorandum of Understanding (MoU). This agreement replaces and supersedes any prior agreements executed between the parties.

Purpose of the MoU:

- a) To encourage visits by faculty and students from one university to the other for the purpose of engaging in research and education;
 - b) To facilitate the admission of qualified students from one university to the other for the purpose of enrolling in undergraduate and graduate programs, and in the case of advanced graduate students, participating in research;
 - c) To foster the exchange of academic publications and scholarly information; and
 - d) To promote other academic activities which enhance the above-mentioned goals.
- 2) Both universities acknowledge that the visit by faculty and students from one university to another shall be subject to the laws of the United States of America and the Netherlands and shall comply with the regulations and policies of Fordham University and University of Amsterdam.
 - 3) Both universities agree that all expenses, including research materials, international and domestic travel, per diem, honoraria and all other costs, shall be the responsibility of the home university and determined on a case-by-case basis. However, each side will do its utmost to make available university accommodation to visiting faculty and students.
 - 4) Both universities agree to automatically renew this Memorandum of Understanding annually for a five (5) year period from the final signature date. After five (5) years, both universities agree to evaluate this MoU for future co-operation. Both universities acknowledge that this MoU is subject to revision and termination without cause at any time by mutual consent, or by six (6) months' written notice by either party.

On behalf of Fordham University

5.1, lid 2, e

Associate Vice-President

Date: 12/8/2021

On behalf of the University of Amsterdam

5.1, lid 2, i

Prof. Dr. Geert T.M. ten Dam,

President

Date: 7 December 2021

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Supplemental Letter of Agreement for the Exchange of Students

Between Fordham University and University of Amsterdam

The purpose of this Supplementary Letter of Agreement (SLOA) is to set out the terms and conditions of a university-wide undergraduate student exchange agreement. This SLOA is to be seen as an integral part of the Memorandum of Understanding (MoU) between Fordham University and University of Amsterdam. This agreement replaces and supersedes any prior agreements executed between the parties

1. The two parties agree to enter into a university-wide undergraduate student exchange agreement (Exchange) upon signature by the duly authorized representatives of both participating institutions commencing in 2022.
2. Each institution will appoint an individual to act as the coordinator for the Exchange and will communicate the name and title of this individual to his/her counterpart at the other institution.
3. The participating students will register at the host institution for the full academic year or for a minimum of one academic term.
4. Each institution may send up to eight (8) for a period of a semester or four (4) for a period of one academic year or a combination of both to participate in the Exchange. The number of participants may be increased subject to the mutual agreement of both universities.
5. It is expected that in any given year there will be an equal number of students exchanged from each institution.
6. Notwithstanding Clauses 4 and 5 above, while equal numbers in every year may not be possible, efforts will be made to have equal numbers exchanged over a five-year period.
7. The candidates will be students who are completing an undergraduate program at their respective institutions.
8. The candidates will be selected by their respective institutions to participate in the Exchange, and will then be considered for admission as non-degree special students by the host institutions. Candidates must satisfy admission requirements for special student status, including language proficiency requirements, of the host institution.
9. Participants in the Exchange will be required to have completed at least two (2) years of full-time university studies prior to participation in the Exchange.
10. The sending institution will forward the profiles of its candidates to the host institution by agreed upon deadline.
11. The host institution will notify the successful candidates of their provisional acceptance to the institution by the agreed upon deadline, subject to confirmation of satisfactory examination results in June or July. Final acceptance shall be at the sole discretion of the host institution.
12. The participants in the Exchange will pay the tuition and compulsory incidental fees (or any other



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fees) for the respective program at the home institution prior to departure for the host institution. For Fordham University some fees cannot be waived for exchange students, specifically the General Fee, Technology Fees, International Student Services Fee, Study Abroad Fee, and Health Insurance Fee. Housing fees, orientation program fees and visa fees will be charged by the UvA or third parties (such as the government) and are not refundable.

13. Students from Fordham University will be free to choose courses from the full range of courses available in the division to which they have been admitted at University of Amsterdam, 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. Students from University of Amsterdam will be free to choose courses from the full range of courses available in the division to which they have been admitted at Fordham University, provided that they satisfy the individual course prerequisites, and on the understanding that additional selection procedures may be required for courses with limited enrolment. Certain majors offered at Fordham University are not available to exchange students including Theatre, Dance and Global Business. Course load for students attending Fordham University will be limited to the maximum permitted at the University for full-time students. Students may take up to the maximum credit load that is allowed at the host institution, defined as the maximum number of credits the host's own students may take in an academic term without incurring additional charges.

14. At the end of the academic year, the participants in the Exchange will request the host institution to send to the home institution a report/official transcript of their academic achievement within three (3) months of final term.

15. Students of Fordham University will be guaranteed credit at their home institution for courses taken at University of Amsterdam, provided that their studies have received prior approval by the appropriate authorities at Fordham University, and provided that courses are successfully completed with a minimum grade acceptable to their division at Fordham University.

16. Students of University of Amsterdam will be guaranteed credit for their studies at Fordham University, provided that their studies have received prior approval by the appropriate authorities at University of Amsterdam, and provided that courses are successfully completed with a minimum grade acceptable to their division at University of Amsterdam.

17. Participants in the Exchange are not degree candidates and cannot become degree candidates without applying for admission. Participation in the Exchange will not attract preferential status.

18. Each participant in the Exchange must ensure that they have adequate health and accident insurance coverage. Participants shall be responsible for maintaining adequate medical and health insurance coverage (including emergency medical evacuation and repatriation), and accidental death and dismemberment insurance to the satisfaction of the Host-University. Upon request, Candidates will be required to provide proof of such insurance to their Host-University.

19. Participants under the Exchange will be selected on the basis of merit without regard to race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status or physical handicap. Fordham University and University of Amsterdam 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 MoU / SLOA, subject to the provisions of the policies and requirements of each of the institutions. Any



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violation of these principles will be considered grounds for terminating the MoU / SLOA.

20. Both universities acknowledge that the visit by students from one university to another shall be subject to the laws of the United States of America and the Netherlands and shall comply with the regulations and policies of Fordham University and University of Amsterdam.

21. Exchange students shall be responsible for securing and paying for their own accommodation. Assistance will be provided by the host institution to locate appropriate accommodation. On-campus accommodation shall be provided subject to availability but is not guaranteed.

22. The official language of all correspondence between the universities will be English. Applications and correspondence from both parties should be sent to the following designated offices:

For Fordham University:

For Fordham (on this agreement):

5.1, lid 2, e Director
Office of International Initiatives
Fordham University
Cunniffe House, 221
441 East Fordham Road
Bronx, New York 10458, USA

For Fordham (on applications and billing issues):

5.1, lid 2, e Director
International and Study Abroad Programs
Walsh Library 039
441 East Fordham Road
Bronx, New York 10458, USA

For University of Amsterdam:

For UvA (agreement & applications)
Office of International Student Affairs
Valekenierstraat 59 - P.O. Box 15832
1001 NH Amsterdam
The Netherlands

23. Both institutions agree to ensure that all information relating to students and personal data relating to the Exchange programme will be stored securely and confidentially. Furthermore, they agree not to use or lease such information for any other purpose than the implementation of this Exchange agreement.

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

25. To the maximum extent permitted by law, in no event will either university be responsible for any



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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.

26. Each university shall, at its own cost, purchase and maintain a minimum of an equivalent of two (2) million euros general liability insurance throughout the term of this Agreement to cover its obligations under this Agreement. Such insurance shall be placed with reputable insurers and each party shall provide to the other, upon request, a certificate of insurance evidencing such coverage.

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

28. 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.

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

30. Parties are independent parties. Nothing contained in this Agreement shall be deemed or construed by the Universities as creating the relationship of employer/employee, principal and agent, partnership or a joint venture relationship between the parties.

31. The parties will review the terms of the SLOA annually to assess the success of the Exchange, and will determine whether to continue, modify or discontinue the SLOA. Either party may terminate this Agreement without cause at any time by giving six (6) months' notice in writing to the other party. Regardless of termination, the parties shall continue to fulfill their obligations hereunder until all participants who have commenced the program may complete the term in session at the time of termination or work that is in progress at the time of termination.



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32. This SLOA shall take effect when signed by both parties, and will remain in effect for an initial period of five (5) years, unless terminated earlier as described above.

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

Fordham University

5.1, lid 2, e

Associate Vice President

Date: 12/8/2021

University of Amsterdam

5.1, lid 2, i

Prof. Dr. T.M. ten Dam,

President

Date: 7 December 2021

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Appendix A: GDPR Student Exchange Agreement

Appendix B: Standard Contractual Clauses

Appendix A. GDPR
Student Exchange Agreement between
University of Amsterdam – Fordham University

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

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

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

4. Parties are obligated to respect the confidentiality of all Personal Data. This obligation of confidentiality will remain in effect after the term of this Agreement or the cooperation has ended.
5. Parties will not share any Personal Data to any other third party unless the information has been de-identified, or unless specifically necessary in accordance to this Agreement.
6. Parties have taken appropriate technical and organizational measures to ensure the security of the Personal Data. Parties will, at the other Party's first request, submit any information on the substance and nature of these measures.
7. Parties will not keep the Personal Data longer than is strictly necessary, and definitely not for longer than is needed to attain the Purpose, unless storage of the Personal Data is required by law, in which case Parties will keep the personal data for no longer than the statutory required period.
8. In case both Parties agree upon the transfer of the Personal Data to a third country or international organisation or the other Party is located in such third country or is such international organisation itself, and the European Commission has not decided that this third country or international organisation can ensure an adequate level of protection, the Standard Contractual Clauses as attached to this Agreement will apply.



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9. Parties agree that the responsibility for complying with data subject requests falls to the Party receiving the Data Subject Request in respect of the Personal Data held and under the responsibility of that respective Party as a Joint Data Controller.

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

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



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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

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.



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processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
- (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - (ii) Clause 8.5 (e) and Clause 8.9(b);
 - (iii) N/A
 - (iv) Clause 12(a) and (d);
 - (v) Clause 13;
 - (vi) Clause 15.1(c), (d) and (e);
 - (vii) Clause 16(e);
 - (viii) Clause 18(a) and (b).
- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5



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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



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- (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



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The data importer shall retain the personal data for no longer than necessary for the purpose(s) for which it is processed. It shall put in place appropriate technical or organisational measures to ensure compliance with this obligation, including erasure or anonymisation (2) of the data and all back-ups at the end of the retention period.

8.5 Security of processing

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

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.



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- (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

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.



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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 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



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- 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 transferred, the purpose of such onward transfers and their ground pursuant to Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 12(c)(i);
 - (ii) rectify inaccurate or incomplete data concerning the data subject;
 - (iii) erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party beneficiary rights, or if the data subject withdraws the consent on which the processing is based.
- (c) Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.
- (d) The data importer shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter 'automated decision'), which would produce legal effects concerning the data subject or similarly significantly affect him/her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lays down suitable measures to safeguard the data subject's rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:
- (i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and
 - (ii) implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view and obtain review by a human being.
- (e) Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the

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.



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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.



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- (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



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Clauses.

- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
 - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination— including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards (5);
 - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

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