



UNIVERSITY OF AMSTERDAM

FORDHAM UNIVERSITY

THE JESUIT UNIVERSITY OF NEW YORK

- (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, i**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, e

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

5.1, lid 2, h

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5.1, lid 2, h



EDUCATIONAL COLLABORATION AGREEMENT

Georgetown University
Georgetown University Law Center
Washington, D.C.
U.S.A.

and

University of Amsterdam/Amsterdam Law School
Amsterdam, Netherlands

Georgetown University, a nonprofit institution of higher education organized as a non-stock corporation under a Congressional charter located at 37th & O Streets N.W., Washington, D.C. 20057 USA (“Georgetown”), on behalf of its Georgetown University Law Center (“Georgetown Law”) and Amsterdam Law School/University of Amsterdam, Nieuwe Achtergracht 180, 1018 WV Amsterdam Netherlands, enter into this Educational Collaboration Agreement (this “Agreement”), effective as of the last date of signature below (the “Effective Date”), in order to promote and facilitate international cooperation in education. Each of Georgetown and the Amsterdam Law School may be referred to herein individually as a “Party”, and collectively they may be referred to as the “Parties.”

1. General.

- (a) This Agreement establishes a process for and sets forth the responsibilities of the Parties with respect to semester exchange of students between the two Parties (the “Program”).
- (b) Each Party shall determine how to manage the Program and will ensure appropriate administration resources and processes are in place. Each Party authorizes the following office or department to administer this agreement:

For Georgetown: Office of Transnational Programs
For Amsterdam Law School: the International Office

- (c) “Home Institution” shall mean the Party that sends its permanently enrolled students abroad for temporary study in the Program.
- (d) “Host Institution” shall mean the Party that hosts students for temporary study in the Program.
- (e) “Student(s)” shall refer to any student(s) applying to or participating in the Program.

2. Student Selection, Enrollment, and Coursework.

- (a) Balance of Exchange. Subject to any agreement to the contrary, the Parties will aim for an evenly balanced exchange of Students each year, with a balance in the number of Students exchanged to be achieved over the Term.
- (b) Student Selection. The Home Institution will be responsible for nominating Students, screening applications, and forwarding academic files for nominated Students to the Host Institution. Exchange students are expected to enroll in the fall semester. Spring semester enrollment may be possible by mutual agreement on an exceptional basis. The number of students to be admitted to the program each year normally will be three (3) at each law school. Students in this exchange will normally take a full-time course of studies. The Home Institution will submit the candidate list of students to the Host Institution by April 1 of the previous academic year. Deadlines may be adjusted by mutual agreement. In nominating candidates for the Program, the Home Institution will respect the admissions requirements of the Host Institution.
 - (i) Amsterdam Law School students shall be eligible to participate in this exchange after completing the first two years of their degree program;
 - (ii) Georgetown Law students shall be eligible to participate in this exchange after completing one full year of law study;
 - (iii) All candidates must be in good standing and have a strong academic record at their home institution;

The Host Institution shall only consider for admission Students who have been nominated by the Home Institution, but shall otherwise maintain sole discretion over the evaluation and final selection and enrollment of Students in the Program at the Host Institution. The Host Institution agrees to inform the Home Institution of placement decisions within one month of each application due date.

- (c) Enrollment and Coursework. Students who are accepted and participate in the Program at the Host Institution shall remain fully matriculated at, and remain candidates for degrees at, their Home Institution. Students will not be eligible for a degree from the Host Institution by virtue of participation in the Program. The Host Institution will provide Students with information about, and assistance with, course registration, including course descriptions. Students will enroll in the equivalent of a full-course load at the Host Institution, and will have access to classes in agreed-upon disciplines, subject to each Student's qualifications and prior coursework in the discipline. It is understood that generally applicable academic policies, course quotas, normal timetabling, and scheduling constraints shall apply to all Students. Students shall sit for the same exams as the Host Institution's degree-seeking students, unless alternate arrangements are made with the Home Institution.
- (d) Transcripts and Credits. The Host Institution will provide the Home Institution with an official transcript for each Student within a reasonable time of the completion of each semester, and any other information concerning the Student's progress that may reasonably be necessary to enable the Home Institution to allocate appropriate credits to the Student, in accordance with the normal academic regulations and procedures of the Home Institution.

3. Payment of Tuition and Fees; Refunds.

- (a) Students will pay Home Institution tuition directly to their Home Institution, and shall remain eligible for any applicable scholarships, loans and other available financial aid in accordance with their Home Institution's policies.
- (b) Students shall be responsible for any additional fees including room and board, meal plans, inter-term housing accommodations, room upgrades, all other billed living expenses, travel, and other academic expenses including books or other curricular materials. Home Institution shall inform Students that they remain responsible for all such fees. Housing fees, orientation programmes fees and visa fees will be charged by the UvA or third parties (such as the government) and are not refundable.
- (c) Students shall comply with all health insurance requirements established by the Host Institution and are responsible for all costs related to health insurance.
- (d) In the event that a Student withdraws from the Program before it has begun, all refunds shall be made in accordance with the Host Institution's refund policy. The Parties acknowledge and agree that there will be no substitution of new students for any students who start and do not complete the Program.

4. Other Terms Relating to Students.

- (a) Student Services. The Host Institution shall provide support services to Students in the Program including access to lectures open to the general student body, libraries, computer labs, gyms and other facilities, disability accommodations and support, technical support, and other general benefits provided to all students. Host Institution shall also provide a reasonable orientation program for Students. The Host Institution shall coordinate with the Home Institution in emergency response and crisis management situations related to Students, as deemed appropriate under the circumstances.
- (b) Student Policies. Students shall be subject to all applicable student policies of the Host Institution during the Program, including but not limited to academic policies, student conduct policies, discrimination and harassment policies, and honor codes. Host Institution will inform Home Institution of any disciplinary action taken against Students from the Home Institution. Each Party reserves the right to require the removal of a Student from the Program if the academic standing or conduct of the Student warrants such action. Each Party will consult with the other prior to taking such action. Nothing in this section shall be read to prevent the Home Institution from applying its own policies to Students for conduct that occurred while the Student was participating in the Program, as may be necessary or appropriate.
- (c) Information Sharing. Prior to enrolling any Student(s) in the Program, the Host Institution will secure from Student(s) any consent necessary under relevant data protection and privacy laws to enable the Host Institution to share information with officials from the Home Institution who have a need-to-know such information, including information from the Student's academic and education records, and

information concerning any emergency, medical, academic, disciplinary, legal or health related issue involving or related to the student, or to any misconduct, alleged misconduct, student disciplinary proceeding(s), academic proceedings(s), or legal proceedings(s) involving or relating to the student during their participation in the Program. Both parties agree to keep all students' data in strict confidence, and use them solely for the purpose of the Program.

- (d) Housing. The Host Institution will assist students by providing resources and information on housing options. Students are responsible for all housing costs and are responsible for making their own insurance arrangements for loss of, or damage to, personal property.
- (e) Visa Services. Host Institution will assist Students with any visa-related or other documentation required by the government of the host country. However, each Student bears ultimate responsibility for obtaining the applicable visa in a timely manner and the Parties acknowledge that neither Party shall have liability to the other in the event that a Student fails to obtain the applicable visa or any other required documentation in a timely manner.

5. Representations. Each Party represents and warrants that:

- (a) The Party is validly existing and in good standing under the laws of its jurisdiction of incorporation, with full corporate power and authority to conduct its business, to own or use the assets that it purports to own or use and to perform all of its obligations under this Agreement.
- (b) This Agreement constitutes the legal, valid and binding obligation of the Party, enforceable against the Party in accordance with its terms. The Party and its signatories to this Agreement are fully authorized and have the absolute and unrestricted right, power, authority and capacity to execute and deliver this Agreement, and to perform the Party's obligations under this Agreement.

6. Relationship of the Parties.

- (a) Nothing in this Agreement is intended to or should be construed to create a partnership, joint venture or employment relationship, or to impose on either Party any right, obligation or duty that might arise out of a partnership, joint venture or employment relationship. The obligations of the Parties shall be limited to those explicitly set forth in this Agreement. Neither Party shall have any right or authority to bind, speak for or contract on behalf of the other Party. Neither Party shall be deemed, nor shall any person associated with a Party, hold itself out as being, a partner, broker, employee, servant or agent of the other Party. Neither Party shall be liable for the acts of the other Party.
- (b) Nothing in this Agreement shall be construed as superseding or interfering in any way with any agreements entered into between the Parties, either before or after the Effective Date. Other than as set forth in this Agreement, nothing in this Agreement shall impose an exclusivity obligation on either Party; each Party is free to pursue independently, or in connection with any third party (including direct competitors of the other Party), any and all business opportunities or other pursuits

which may arise from time to time during the term of the Agreement, even if such pursuits are within the scope of the matters of mutual interest.

7. Compliance with Laws. In performing its obligations under this Agreement:

- (a) Each Party agrees to comply with all national, state, and local laws, and related rules and regulations, that are applicable to that Party.
- (b) Neither Party shall directly or indirectly give, offer or promise to give, or authorize any third party to give, offer or promise to give, any money or other thing of value to any Covered Person to induce or reward favorable action or the exercise of influence by such Covered Person. "Covered Person" means an individual holding an official governmental position; a political party official; a candidate for public office; an official of a public international organization; a director, officer, or employee of a state-owned enterprise; personnel; or someone closely related (for example, through family, business, personal or other connections) to a Covered Person.
- (c) Neither Party shall take any action or omit to take any action that would cause the other Party to be in violation of United States anti-boycott laws or regulations or to participate or cooperate, directly or indirectly, in an international boycott in any manner that would result in a tax or other penalty under applicable law.
- (d) Neither Party shall take, or be obligated to take, any action or omit to take any action that would jeopardize or endanger in any manner the other Party's licensure, accreditation, federal, state, local, or international tax status or exemptions, or eligibility to contract with or receive grants or financial assistance from any government or participate in any manner in any government-related student loan programs.
- (e) Each Party shall comply with all applicable laws regarding affirmative action and equal opportunity, and shall not discriminate against any person or group of persons on the basis of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, political affiliation, genetic information, gender identity or expression, source of income, disability, veteran status, or any other basis protected by law.
- (f) All research, teaching and other activities conducted under this Agreement must be conducted in accordance with the laws, rules, and regulations applicable to each Party.

8. Effective Date, Term, and Termination.

- (a) This Agreement shall have effect from the Effective Date and remain in effect for a term of five years ("Term"). The Agreement may be extended for an additional period only with the written consent of both Parties. If the Agreement is not renewed by mutual written consent, the Agreement will conclude at the end of the specified Term.

- (b) Either Party may terminate the Agreement, without cause, by delivering six months' written notice to the other Party. Additionally, either Party may terminate this Agreement with immediate effect upon written notice if the other Party: becomes subject to a change of control; is in material breach of this Agreement and has not remedied such breach to the satisfaction of the terminating Party within thirty days of receipt of a written notice from the terminating Party specifying the details of the breach and requiring it to do so; or is unable to pay its debts or ceases to carry on its business.
- (c) In the event of expiration or termination, any Student then-studying at a Host Institution shall be permitted to complete the Program if desired, and the applicable terms of this Agreement shall continue to govern the arrangement during that time.

9. Liability and insurance Parties

- (a) The liability of each Party is limited to the amount paid by the insurance company except in the case of gross guilt and/or serious negligence.
- (b) To the maximum extent permitted by law, in no event will either Party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, and regardless of whether a Party 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.
- (c) Each Party 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. Not having an appropriate insurance as mentioned in this article will be considered as a gross guilt and/or serious negligence.
- (d) 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.

10. Other Terms and Conditions.

- (a) Force Majeure. The nonperformance of either Party to this Agreement will be excused to the extent that performance is rendered impossible or delayed by any act of God or catastrophic circumstances beyond the control of a Party and without its fault or negligence, including, by way of example and not limitation, fire, war, riots, terrorism, flood, earthquake, epidemics and other public health emergencies, governmental acts or orders or restrictions, or power or communications failure (each a "Force Majeure Event"); provided that the non-performing Party gives prompt notice of such Force Majeure Event to the other Party and makes all

commercially reasonable efforts to remove such causes of nonperformance promptly and perform whenever such Force Majeure Event has ceased.

- (b) Names and Marks. Neither Party shall use the name, logos, trademarks, service marks, trade names, seals, insignia, symbols or decorative designs of the other Party or any derivatives thereof without the prior written permission of the other Party.
- (c) Dispute Resolution and Venue. The Parties shall first attempt to settle any dispute arising out of, or in connection with, this Agreement amicably, through their designated senior representatives. If the dispute is not resolved within 60 business days after receipt of the notice of the dispute, either Party may commence legal action. 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.
- (d) Assignment. Neither this Agreement, nor any rights or obligations under this Agreement, may be assigned or otherwise transferred.
- (e) Amendment. This Agreement may not be amended or modified except by written instrument executed by both Parties.
- (f) No Waiver. No failure by either Party at any time to insist on performance by the other Party, or compliance by the other Party with any condition or provision of this Agreement, or to pursue remedies relating to any breach of any provision of this Agreement by the other Party, shall be deemed a waiver nor shall any such failure to act affect the right at a later time to enforce the same or to pursue related remedies.
- (g) Notices. Notices shall be properly given when: (i) sent by facsimile or electronic mail with confirmation of receipt, provided a copy is sent concurrently by first class mail, or (ii) sent by registered or certified mail or by an overnight delivery service providing a receipt of delivery, in each case addressed to the Parties at the addresses set forth below. The date of notice shall be deemed to be the date of receipt.

To Georgetown:

5.1, lid 2, i

With a copy to:

5.1, lid 2, i

To the Amsterdam Law School (University of Amsterdam)
International Office

5.1, lid 2, i

- (h) Entire Agreement. This Agreement (including the attached Standard Contractual Clauses) constitutes the entire agreement between the Parties pertaining to the subject matter hereof and thereof, and supersedes all other prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, pertaining to the subject matter hereto.
- (i) Severability. If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect.
- (j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but taken together shall constitute one instrument.

IN WITNESS HEREOF, the authorized representatives of the Parties hereby execute this Educational Collaboration Agreement on the dates set forth below:

Georgetown University

Amsterdam Law School

5.1, lid 2, i

5.1, lid 2, i

Executive Vice President
and Dean of the Law Center

Dean Amsterdam Law School

Date 10/15/2024

Date 10/11/2024

5.1, lid 2, e

Chief Financial Officer

Date 10/21/2024

ADDENDUM No. 4 TO THE
STUDENT EXCHANGE AGREEMENT
BETWEEN HOFSTRA UNIVERSITY AND UNIVERSITY OF AMSTERDAM

This Addendum ("Addendum") dated as of April 7, 2025, is to the Student Exchange Agreement ("Agreement"), dated February 2014, by and between HOFSTRA UNIVERSITY (hereinafter "HOFSTRA"), an educational corporation organized under the laws of the State of New York, and having an address at 1000 Fulton Avenue, Hempstead, New York 11549, USA and the UNIVERSITY OF AMSTERDAM, having an address at Spui 21, 1012 WX Amsterdam, Netherlands (hereinafter, "AMSTERDAM"). HOFSTRA and AMSTERDAM are each a "Party" and collectively, the "Parties."

WHEREAS, the Parties entered into Addendum 1 in February 2022 to extend the Agreement through June 2022, followed by Addendum 2 in April 2022 to extend the Agreement through December 2022, and Addendum 3 in October 2022, which included updated provisions related to the General Data Protection Regulations, liability, and insurance, extending the Agreement through June 30, 2025; and

WHEREAS, the Parties wish to further extend the Agreement through this Addendum as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto intending to be legally bound agree as follows:

1. Pursuant to Sections 6(a) and (c) of the Agreement, the term of the Agreement shall be extended to continue through June 30, 2030.
2. All terms used herein and not otherwise defined upon initial use shall have the meaning scribed to them in the Agreement.
3. Except as modified herein, the terms and conditions set forth in the Agreement shall apply in all other respects.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Addendum No. 4 as of the date set forth above.

5.1, lid 2, e

5.1, lid 2, e

Senior Financial
Affairs

Dated:

4/3/25

5.1, lid 2, e

I

Provost and Sr. Vice President for
Academic Affairs

Dated: 4/4/25

UNIVERSITY OF AMSTERDAM

5.1, lid 2, i

By:

Prof. Dr. Edith Hooge
President

Dated: 8 April 2025

5.1, lid 2, i

By:

Prof. Dr. Ir. Peter-Paul Verbeek
Rector Magnificus

Dated:

10 April 2025

PREVIOUS
2022
Agreement

ADDENDUM No. 3 TO THE
STUDENT EXCHANGE AGREEMENT
BETWEEN HOFSTRA UNIVERSITY AND UNIVERSITY OF AMSTERDAM

This Addendum ("Addendum") dated as of October 20, 2022, is to the Student Exchange Agreement ("Agreement"), dated February 2014, by and between HOFSTRA UNIVERSITY (hereinafter "HOFSTRA"), an educational corporation organized under the laws of the State of New York, and having an address at 1000 Fulton Avenue, Hempstead, New York 11549, USA and the UNIVERSITY OF AMSTERDAM, having an address at Spui 21, 1012 WX Amsterdam, Netherlands (hereinafter, "AMSTERDAM"), HOFSTRA and AMSTERDAM are each a "Party" and collectively, the "Parties."

WHEREAS, the Parties entered into an addendum dated February, 2022 to extend the Agreement through June 30, 2022, and subsequently entered into an addendum dated April 22, 2022 to extend the Agreement through December 31, 2022 to include provisions relating to the protection of personal data required to render the services outlined in the Agreement; and

WHEREAS, the Parties wish to extend the Agreement through this Addendum as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound agree as follows:

1. Each party will comply with the terms of the General Data Protection Regulation ("GDPR") as evidenced by the Standard Contractual Clauses ("SCCs") attached hereto and made a part of the Agreement as of the date last signed by the parties below.
2. Pursuant to Section 6(a) and (c) of the Agreement, the term of the Agreement shall be extended to continue through June 30, 2025.
3. Section 7(a), is hereby deleted in its entirety, shall not be held effective against either Party, and shall be replaced to read as follows:

Liability and Insurance parties. The liability of each university is limited to the amount payable by their respective insurance

companies, except in the case of gross negligence or willful misconduct. 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 negligence or willful misconduct.

- 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. Not having an appropriate insurance as mentioned in this article shall be considered a breach of this Agreement.

- In case of a natural or man-made disaster which affects the rendering the participation or continuation of the exchange under the Agreement, the parties endeavor to help one other to take all the necessary, reasonable and fair measures for the benefit of the participating students.

4. Section 7(g) is hereby deleted in its entirety, shall not be held effective against either Party, and shall be replaced to read as follows:

Dispute Resolution. If a dispute arises between the parties relating to or arising under this agreement, the parties must use all reasonable

endeavors to settle the dispute expeditiously and amicably. If a Party gives notice of a dispute that could not be settled amicably, each Party must nominate a senior representative with appropriate authority to negotiate on behalf of the party to settle such dispute. If the dispute is not resolved within sixty (60) business days after receipt of the notice, the dispute shall be governed by and construed in accordance with the law of the defendant Party, without regard for Clauses 17 and 18 of Appendix A, attached hereto and made part of this Addendum herein.

5. All terms used herein and not otherwise defined upon initial use shall have the meaning ascribed to them in the Agreement.
6. Except as modified herein, the terms and conditions set forth in the Agreement shall apply in all other respects.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Addendum as of the date set forth above.

HOEYTRA UNIVERSITY

5.1, lid 2, e

Senior Vice President for Financial
Affairs and Treasurer

UNIVERSITY OF AMSTERDAM

5.1, lid 2, i

By:

Prof. Dr. Geert ten Dam
President

Dated: 11/5/22

Dated: 10 January 2023

Appendix A: Standard Contractual Clauses ("SCCs")

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.

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 (c) 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(c);
 - (viii) Clause 18(a) and (b).
- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

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

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 – Optional

Docking clause

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B. It may only process the personal data for another purpose;

- (i) where it has obtained the data subject's prior consent;
- (ii) where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iii) where necessary in order to protect the vital interests of the data subject or of another natural person.

8.2 Transparency

(a) In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:

- (i) of its identity and contact details;
- (ii) of the categories of personal data processed;
- (iii) of the right to obtain a copy of these Clauses;
- (iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.

(b) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.

(c) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.

(d) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.3 Accuracy and data minimisation

(a) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.

(b) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.

(c) The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

8.4 Storage limitation

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

8.5 Security of processing

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

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.

- (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;

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.

- (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 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 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(e)(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.

^d 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.

- (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 LC, shall act as competent supervisory authority.
- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

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

Clause 14

Local laws and practices affecting compliance with the Clauses

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is

necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

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

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.

disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

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

Clause 15

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

15.1 Notification

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

(in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

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

15.2 Review of legality and data minimisation

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

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

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

- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
- (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

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

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

Clause 17

Governing law

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

Clause 18

Choice of forum and jurisdiction

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of the Netherlands.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX

EXPLANATORY NOTE:

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

ANNEX I

A. LIST OF PARTIES

Data exporter(s): [Identify and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]

Name: University of Amsterdam

Address: Spui 21 (1012 WX), Amsterdam, The Netherlands

Contact person's name, position and contact details: Prof. Dr. Geert ten Dam

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 ex 5.1. lid 2. e

Signature and date: _____

10 January 2023

Role (controller/processor): _____

Data importer(s): [Identify and contact details of the data importer(s), including any contact person with responsibility for data protection]

Name: Hofstra University

Address: 1000 Fulton Avenue, Hempstead, New York 11549, USA

Contact person's name, position and contact details: 5.1. lid 2. e Provost and Senior Vice President for Academic Affairs

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

Contact details DPO (Data Protection Officer):

5.1. lid 2. e CH

Manager of IT Security

Hofstra University

5.1. lid 2. i

Activities relevant to the data transferred under these Clauses: Provision of student data for the purpose of student ex 5.1. lid 2. e

Signature and date: _____

Role (controller/processor): Controller

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:

Nominated and selected Exchange students (inbound and outbound) from both parties.

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:

Application information (which includes the categories of personal data) is held in protected student records system. Staff access is strictly controlled and subject to training and bi-annual security checks by the business process owner. Information is used to manage evaluation of applications and admission to academic programmes in line with published university policies. Staff transactions in the system are recorded within the database.

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

Continuous within the confines of the exchange programme and subject to the agreement's provisions and terms and conditions.

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)

ANNEX II

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

EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

- The University maintains a range of administrative, technical and physical procedures to protect all information stored in our environment.
- The University is committed to a proactive approach to security and privacy by anticipating and preventing invasive events before they occur.
- The University has an information security program to mitigate the risk of unlawful data processing.
- Security policy and standards are regularly brought in line with new regulations and developments.
- The University takes appropriate physical, technical and organizational measures to protect data.
- The University deploys a range of technical controls and capabilities to help detecting and minimizing the impact of cyberthreats against University systems:
 - o Advanced email filtering services interrogate email for phishing emails and malicious attachments and links in email;
 - o Multi-factor authentication is enforced on staff accounts across key systems to reduce the impact of lost or stolen account credentials;
 - o Regular vulnerability scanning is undertaken across the University environment to detect weaknesses for remediation;
 - o Logging from key systems is aggregated centrally for analysis and detection of threats;

Amsterdam
11 April 2022

ADDENDUM TO STUDENT EXCHANGE AGREEMENT

This Addendum ("Addendum") dated as of April 22, 2022, is to the Student Exchange Agreement ("Agreement") by and between HOFSTRA UNIVERSITY (hereinafter "HOFSTRA"), an educational corporation organized under the laws of the State of New York, and having an address at 1000 Fulton Avenue, Hempstead, New York 11549, USA and the UNIVERSITY OF AMSTERDAM, having an address at Spui 21, 1012 WX Amsterdam, Netherlands (hereinafter, "AMSTERDAM").

WHEREAS, HOFSTRA and AMSTERDAM (each a "Party" and collectively, the "Parties") entered into a Student Exchange Agreement dated February 2014; and

WHEREAS, the Parties wish to extend the Agreement as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound agree as follows:

1. Candidates will be subject to the relevant rules, regulations and procedures of the Host-University. Candidates must comply with national requirements of the Host-University. Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. HOFSTRA and AMSTERDAM 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 the purposes of this Addendum only, the parties agree on the content in Appendix A.
2. All terms used herein and not otherwise defined upon initial use shall have the meaning ascribed to them in the Agreement.
3. The term of the Agreement shall be extended to continue through December 31, 2022.
4. Except as modified herein, the terms and conditions set forth in the Agreement shall apply in all other respects.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this
Addendum as of the date set forth above,

HOEYTRA-UNIVERSITY

5.1, lid 2, e

By:

C

Senior Vice President for Financial
Affairs and Treasurer

Dated: 5/3/22

5.1, lid 2, e

UN

By:

Jam

Director Student Services

Dated: 07-06-2022

Appendix A:

University of Amsterdam -- Hofstra University

1. Hofstra University ('Hofstra') and the University of Amsterdam ('UvA') have access to personal data of students of each other which is necessary for the exchange of students as stated in this Agreement (hereinafter: 'Purpose')

2. The personal data pertain to: first and last name, date of birth, address details, email address, emergency contact details, report/official transcript of the academic achievements. (hereinafter: 'Personal Data').

3. Parties agree that in respect of the Personal Data each party qualifies as an independent data controller. Each party complies with its obligations under applicable data protection legislation.

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

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

4. Parties are obligated to respect the confidentiality of all Personal Data. This obligation of confidentiality will remain in effect after the term of this Agreement or the cooperation has ended.

5. Parties will not share any Personal Data to any other third party unless the information has been de-identified, or unless specifically necessary in accordance to this Agreement.

6. Parties have taken appropriate technical and organizational measures to ensure the security of the Personal Data. Parties will, at the other Party's first request, submit any information on the substance and nature of these measures.

7. Parties will not keep the Personal Data longer than is strictly necessary, and definitely not for longer than is needed to attain the Purpose, unless storage of the Personal Data is required by law, in which case Parties will keep the personal data for no longer than the statutory required period.

8. In case both Parties agree upon the transfer of the Personal Data to a third country or international organisation or the other Party is located in such third country or is such international organisation itself, and the European Commission has not decided that this third country or international organisation can ensure an adequate level of protection, the Standard Contractual Clauses as attached to this Agreement will apply.

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

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

10. In the event that Hofstra is affected by an incident involving Personal Data of any student affected by this Agreement (an actual or suspected data breach), Hofstra must immediately inform the UvA and provide the necessary explanation and background. Hofstra is responsible for reporting the data breach to the relevant authorities and the parties involved, as required by law. Any reporting required under the GDPR legislation during the term of this Addendum will be done in consultation with the University of Amsterdam Data Protection Officer (fg@uva.nl). In this regard, Hofstra declares in advance that they will provide full and unconditional cooperation and will, at the UvA's first request, submit any information or supplementary details.

Private Addendum
at February 20, 2022.

ADDENDUM TO STUDENT EXCHANGE AGREEMENT

This Addendum ("Addendum") dated as of February 1, 2022, is to the Student Exchange Agreement ("Agreement") by and between HOFSTRA UNIVERSITY (hereinafter, "HOFSTRA"), an educational corporation organized under the laws of the State of New York, and having an address at Hempstead, New York 11549, USA and the UNIVERSITY OF AMSTERDAM, having an address at Blomvangershulst 9, 1012 ZA Amsterdam, Netherlands (hereinafter, "AMSTERDAM").

WHEREAS, HOFSTRA and AMSTERDAM entered into a Student Exchange Agreement dated February 2014; and

WHEREAS, the Parties wish to extend the Agreement as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound agree as follows:

1. All terms used herein and not otherwise defined upon initial use shall have the meaning ascribed to them in the Agreement.
2. The term of the Agreement shall be extended to continue through June 30, 2022.
3. Except as modified herein, the terms and conditions set forth in the Agreement shall apply in all other respects.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Addendum as of the date set forth above.

HOFSTRA UNIVERSITY

5.1, lid 2, e

By:

Affiliate and Treasurer

Dated:

2/1/22

UNIVERSITY OF AMSTERDAM

5.1, lid 2, e

By:

Director Student Services
University of Amsterdam

Dated: 05-01-2022



STUDENT EXCHANGE AGREEMENT

between

HOFSTRA UNIVERSITY,

and

UNIVERSITY OF AMSTERDAM

This agreement dated as of February 2014 is between the University of Amsterdam, an educational institution with offices at Blauwburgwal 115, 1012 CA Amsterdam, The Netherlands, (hereinafter referred to as "Amsterdam"), and Hofstra University, an educational corporation organized under and chartered by the laws of the State of New York, with offices at 101 Hofstra University, Hempstead, New York 11549 USA, (hereinafter referred to as "Hofstra"), as follows:

Introduction

Amsterdam and Hofstra agree to establish ties of cooperation in a student exchange program commencing September 2014 (hereinafter referred to as "the exchange").

Agreement

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties intending to be legally bound agree as follows:

1. Academic Year

- The academic year at Amsterdam, consists of two (2) semesters, from September to January and February to June.
- The academic year at Hofstra consists of two (2) semesters: a Fall Semester (September to December), and a Spring Semester (January to May).

2. Participants

- The participants will be students who are in the process of completing an undergraduate or graduate program at their respective institutions and who have completed at least two years of full time university studies prior to participation in the exchange. The participants will be selected on the basis of merit without regard to race, color, religion, sex, sexual orientation, age, national or ethnic origin, physical or mental disability, marital or veteran status.
- The participants will be selected by their respective institutions to participate in the exchange, and will then be considered for admission as non-degree students by the host institution. Participants must satisfy all admission requirements of the host institution, including, but not limited to, the language proficiency requirements. Participants are also responsible for

compliance with immigration and visa laws. Participants may not become degree participants without applying for admission through the regular process, and participants will not be given preferential status if they subsequently apply to become a degree candidate.

- c) After acceptance, participants will register at the host institution for the full academic year or for a minimum of one academic semester.
- d) All participants are required to be covered by an International Student Medical and Accident Insurance policy. Participants studying at Hofstra will be required to participate in the plan offered through Hofstra.
- e) Participants shall enjoy the same rights and privileges, and be subject to the same rules and regulations, as the other students of the host institution.

3. Courses to be Provided

Participants shall be free to choose from the full range of courses available in the division to which they have been admitted at the host institution, provided they satisfy the individual course prerequisites, and any additional selection procedures that may be required for courses with limited enrollment. Participants are not eligible for graduate courses other than in the School of Business, and executive MBA classes are not eligible.

4. Financial

- a) Participants shall pay tuition and other applicable fees to their home institution.
- b) Participants shall be responsible for all payment for travel, accident and medical insurance, housing accommodations, food, books, supplies and incidental expenses. Neither institution shall be held liable for such charges.

5. Responsibilities

- a) Each institution shall appoint an individual to act as the coordinator for the exchange.
- b) The home institution shall forward the profiles of the participants to the host institution by March prior to the application year, and the final standing of those students by July of that year.
- c) The host institution shall notify the successful participants of their provisional acceptance to the institution by early May, subject to confirmation of good standing grades in June or July. The host institution shall have the right of refusal of any candidate deemed to be unacceptable for the exchange.
- d) Each institution may send up to twelve (12) students for a period of one semester or six (6) students for a period of one full academic year or a combination of both, the sum of which shall be no more than six (6) students for a full year. Of the total, three (3) full academic year positions shall be reserved at Hofstra for students of the Faculty of Economics and Business, Amsterdam, and three (3) full academic year positions shall be reserved at Amsterdam for students of the Frank G. Zarb School of Business at Hofstra. These places can be occupied by students from other Universities and Schools when left unoccupied.
- e) It is expected that in any given year there will be an equal number of students and semesters exchanged from each institution. This agreement shall be subject to renegotiation if, after a three year period commencing September 2014, the number of exchange students is not equal. The number of participants may be increased subject to a signed agreement of both institutions.

- f) Each institution agrees to provide to the other, at the request of participating students, a report/official transcript of their academic achievements.
- g) Each institution agrees that participating students will be given credit at their home institution for courses taken at the host institution, provided that their studies during the exchange have received prior approval by the appropriate authorities at their home institution, with academic requirements and achievement levels as established by their home institution.

6. Renewal, Termination, and Amendment

- a) This Agreement will commence from the date of signing, and continue thereafter for a period of five (5) years, subject to additional extensions, revision or modification by mutual agreement.
- b) For conditions of the program not covered by this Agreement, or for problems that arise during the course of the Agreement, both parties agree to refrain from unilateral action and to consult and negotiate mutually acceptable decisions.
- c) Amendments to this Agreement may be made at any time, in writing, and only when agreed in writing upon by both parties. Any amendments shall be added to the terms as appendices.
- d) Either institution may terminate this agreement by giving six (6) months written notice to the other institution.
- e) The institutions shall confer concerning the renewal of this Agreement six (6) months prior to its expiration.

7. Miscellaneous

- a. Indemnification. Each party shall, to the fullest extent permitted by law and at their own cost and expense, defend, indemnify and hold each other and their respective trustees, directors, employees, servants, representatives and agents harmless from and against any and all claims, losses, damages, expenses (including attorney's fees, witness fees and all court and litigation costs) and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property arising out of its negligent or wrongful act, error or omission or breach of contract, in connection with the operations of this program.
- b. No Third Party Beneficiary Rights. Nothing in this Agreement shall be construed as intending to create third party beneficiary rights in any third party.
- c. Waiver of Defaults. No failure by either party at any time, or from time to time, to enforce any of the terms or conditions of this Agreement shall constitute a waiver thereof. No waiver by any party hereunder will be effective unless in writing and signed by such party.
- d. Severability. Any provision of this Agreement that is unenforceable in any jurisdiction shall be ineffective to the extent of such unenforceability (but shall be enforced to the maximum extent permissible) without invalidating the remaining provisions of this Agreement.
- e. Survival. The rights and obligations of the parties hereto shall survive any termination hereof to the extent reasonably necessary to give effect to the provisions hereof.
- f. Headings. The headings used in this Agreement are for convenience only and shall not be deemed to constitute a part of, or be used in the interpretation of, this Agreement.
- g. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, United States of America, without giving effect to its principles of conflicts of laws.

h. Binding Effect; Assignment. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. This Agreement shall not be assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

i. Entire Agreement; Amendments. This Agreement contains the entire agreement between the parties regarding the subject matter hereof and supersedes all prior proposals, agreements, understandings or representations, whether written or oral, with respect thereto. This Agreement may not be modified, supplemented or resolved in any manner except by the written agreement of the Parties hereto. The terms of this Agreement shall supersede, and shall not be supplemented by any other document issued or used by either Party in connection herewith.

j. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, and both of which, taken together, shall constitute one and the same document. The Agreement shall become binding only when each Party hereto has executed and delivered to the other one or more such counterparts.

k. Authority to sign. Each person or party signing this agreement represents that he or she is authorized to sign on behalf of and bind the entity to this Agreement.

l. Amsterdam represents that no trustee, officer, employee or any other person affiliated with Hofstra and having involvement with this contract (1) is affiliated in any way with Hofstra and (2) received, was promised or will receive anything of value in connection with this contract or the performance thereof.

m. Force Majeure. Neither Hofstra nor Amsterdam shall be liable for failure to perform any part of this agreement on account of acts of God, fire, labor disputes of any nature, inevitable accident or insurrection or other cause beyond their respective control.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

UNIVERSITY OF AMSTERDAM

By: 5.1, lid 2, e

Name:

Title: President

HOFSTRA UNIVERSITY

By: 5.1, lid 2, e

Name:

Title: Vice President for Financial Affairs and Treasurer

5.1, lid 2, e

By:

Name:

Title: Dean, Zick School of Business



cc. M. Oudejans,
FEB

FRANK G. ZARB SCHOOL OF BUSINESS
Salvatore F. Sodano
Dean

December 20, 2007

5.1, lid 2, e

President
University of Amsterdam
1000 GG Amsterdam
The Netherlands

Dear Karel,

I am pleased to enclose an original agreement for the exchange program between the University of Amsterdam and the Zarb School of Business, Hofstra University, signed by Catherine Hennessy and myself for your files.

I would also like to take this opportunity to extend my best wishes to you for the new year.

Best regards,

5.1, lid 2, e

SFS:cf
Enclosures

5.1, lid 2, e

cc:

Senior Policy Advisor



FRANK G. ZARB SCHOOL OF BUSINESS
Salvatore F. Sodano
Dean

December 20, 2007

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President
University of Amsterdam
1000 GG Amsterdam
The Netherlands

Dear Karel,

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I would also like to take this opportunity to extend my best wishes to you for the new year.

Best regards,

5.1, lid 2, e

SFS:cf
Enclosures

cc: 5.1, lid 2, e
Senior Policy Advisor

AGREEMENT
Between
HOFSTRA UNIVERSITY
and
UNIVERSITY OF AMSTERDAM

This agreement dated as of 1 Jan. 2008 is between the **University of Amsterdam**, an educational institution with offices at P.O. Box 19268, 1000 GG Amsterdam, The Netherlands, (hereinafter referred to as "Amsterdam"), and **Hofstra University**, an educational corporation organized under and chartered by the laws of the State of New York, with offices at 101 Hofstra University, Hempstead, New York 11549 USA, (hereinafter referred to as "Hofstra"), as follows :

Introduction

Amsterdam and Hofstra agree to establish ties of cooperation in a student exchange program commencing January 2008 (hereinafter referred to as "the exchange").

Agreement

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties intending to be legally bound agree as follows:

1. Academic Year

- a) The academic year at Amsterdam, consists of two semesters, from September to January and from February to June.
- b) The academic year at Hofstra consists of two (2) semesters: a Fall Semester (September to December), and a Spring Semester (January to May).

2. Participants

- a) The participants will be students who are in the process of completing an undergraduate or graduate program at their respective institutions and who have completed at least two years of full time university studies prior to participation in the exchange. The participants will be selected on the basis of merit without regard to race, color, religion, sex, sexual orientation, age, national or ethnic origin, physical or mental disability, marital or veteran status.
- b) The participants will be selected by their respective institutions to participate in the exchange, and will then be considered for admission as non-degree students by the host institution. Participants must satisfy all admission requirements of the host institution, including, but not limited to, the language proficiency requirements. Participants are also responsible for compliance with immigration and visa laws. Participants may not become degree participants without applying for admission through the regular process, and participants will not be given preferential status if they subsequently apply to become a degree candidate.

- c) After acceptance, participants will register at the host institution for the full academic year or for a minimum of one academic semester.
- d) All participants are required to be covered by an International Student Medical and Accident Insurance policy. Participants studying at Hofstra will be required to participate in the plan offered through Hofstra.
- e) Participants shall enjoy the same rights and privileges, and be subject to the same rules and regulations, as the other students of the host institution.

3. Courses to be Provided

Participants shall be free to choose from the full range of courses available in the division to which they have been admitted at the host institution, provided they satisfy the individual course prerequisites, and any additional selection procedures that may be required for courses with limited enrollment. Participants are not eligible for graduate courses other than in the School of Business, and executive MBA classes are not eligible.

4. Financial

- a) Participants shall pay tuition and other applicable fees to their home institution.
- b) Participants shall be responsible for all payment for travel, accident and medical insurance, housing accommodations, food, books, supplies and incidental expenses. Neither institution shall be held liable for such charges.

5. Responsibilities

- a) Each institution shall appoint an individual to act as the coordinator for the exchange.
- b) The home institution shall forward the profiles of the participants to the host institution by March prior to the application year, and the final standing of those students by July of that year.
- c) The host institution shall notify the successful participants of their provisional acceptance to the institution by early May, subject to confirmation of good standing grades in June or July. The host institution shall have the right of refusal of any candidate deemed to be unacceptable for the exchange.
- d) Each institution may send up to 12 students for a period of one semester or 6 students for a period of one full academic year or a combination of both, the sum of which shall be no more than 6 students for a full year. Of the total, 3 full academic year positions shall be reserved at Hofstra for students of the Faculty of Economics and Business, Amsterdam, and 3 full academic year positions shall be reserved at Amsterdam for students of the Frank G. Zarb School of Business at Hofstra.

- e) It is expected that in any given year there will be an equal number of students and semesters exchanged from each institution. This agreement shall be subject to renegotiation if, after a three year period commencing September 2008, the number of exchange students is not equal. The number of participants may be increased subject to a signed agreement of both institutions.
- f) Each institution agrees to provide to the other, at the request of participating students, a report/official transcript of their academic achievements.
- g) Each institution agrees that participating students will be given credit at their home institution for courses taken at the host institution, provided that their studies during the exchange have received prior approval by the appropriate authorities at their home institution, with academic requirements and achievement levels as established by their home institution.

6. Renewal, Termination, and Amendment

- a) This Agreement will commence from the date of signing, and continue thereafter for a period of 3 years, subject to additional extensions, revision or modification by mutual agreement.
- b) For conditions of the program not covered by this Agreement, or for problems that arise during the course of the Agreement, both parties agree to refrain from unilateral action and to consult and negotiate mutually acceptable decisions.
- c) Amendments to this Agreement may be made at any time, in writing, and only when agreed in writing upon by both parties. Any amendments shall be added to the terms as appendices.
- d) Either institution may terminate this agreement by giving six (6) months written notice to the other institution.
- e) The institutions shall confer concerning the renewal of this Agreement six (6) months prior to its expiration.

7. Miscellaneous

- a) Indemnification. Each party shall, to the fullest extent permitted by law and at their own cost and expense, defend, indemnify and hold each other and their respective trustees, directors, employees, servants, representatives and agents harmless from and against any and all claims, losses, damages, expenses (including attorney's fees, witness fees and all court and litigation costs) and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property arising out of its negligent or wrongful act, error or omission or breach of contract, in connection with the operations of this program.
- b) No Third Party Beneficiary Rights. Nothing in this Agreement shall be construed as intending to create third party beneficiary rights in any third party.

c) Waiver of Defaults. No failure by either party at any time, or from time to time, to enforce any of the terms or conditions of this Agreement shall constitute a waiver thereof. No waiver by any party hereunder will be effective unless in writing and signed by such party.

d) Severability. Any provision of this Agreement that is unenforceable in any jurisdiction shall be ineffective to the extent of such unenforceability (but shall be enforced to the maximum extent permissible) without invalidating the remaining provisions of this Agreement.

e) Survival. The rights and obligations of the parties hereto shall survive any termination hereof to the extent reasonably necessary to give effect to the provisions hereof.

f) Headings. The headings used in this Agreement are for convenience only and shall not be deemed to constitute a part of, or be used in the interpretation of, this Agreement.

g) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, United States of America, without giving effect to its principles of conflicts of laws.

h) Binding Effect; Assignment. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. This Agreement shall not be assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonable withheld or delayed.

i) Entire Agreement; Amendments. This Agreement contains the entire agreement between the parties regarding the subject matter hereof and supersedes all prior proposals, agreements, understandings or representations, whether written or oral, with respect thereto. This Agreement may not be modified, supplemented or rescinded in any manner except by the written agreement of the Parties hereto. The terms of this Agreement shall supersede, and shall not be supplemented by any other document issued or used by either Party in connection herewith.

j) Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, and both of which, taken together, shall constitute one and the same document. The Agreement shall become binding only when each Party hereto has executed and delivered to the other one or more such counterparts.

k) Authority to sign. Each person or party signing this agreement represents that he or she is authorized to sign on behalf of and bind the entity to this Agreement.

l) Amsterdam represents that no trustee, officer, employee or any other person affiliated with Hofstra and having involvement with this contract (1) is affiliated in any way with Hofstra and (2) received, was promised or will receive anything of value in connection with this contract or the performance thereof.

m) Force Majeure: Neither Hofstra nor Amsterdam shall be liable for failure to perform any part of this agreement on account of acts of God, fire, labor disputes of any nature, inevitable accident or insurrection or other cause beyond their respective control.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

UN 5.1, lid 2, i M
By: [Redacted]
Na: [Redacted]
Title: President



HOESTRA UNIVERSITY
5.1, lid 2, e
By: [Redacted]
Na: [Redacted] 11/20/07
Title: Vice President for Financial Affairs and Treasurer

5.1, lid 2, e
By: [Redacted]
Name: [Redacted]
Title: Dean, Zarb School of Business

ADDENDUM No. 3 TO THE
STUDENT EXCHANGE AGREEMENT
BETWEEN HOFSTRA UNIVERSITY AND UNIVERSITY OF AMSTERDAM

This Addendum (“Addendum”) dated as of October 20, 2022, is to the Student Exchange Agreement (“Agreement”), dated February 2014, by and between HOFSTRA UNIVERSITY (hereinafter “HOFSTRA”), an educational corporation organized under the laws of the State of New York, and having an address at 1000 Fulton Avenue, Hempstead, New York 11549, USA and the UNIVERSITY OF AMSTERDAM, having an address at Spui 21, 1012 WX Amsterdam, Netherlands (hereinafter, “AMSTERDAM”). HOFSTRA and AMSTERDAM are each a “Party” and collectively, the “Parties.”

WHEREAS, the Parties entered into an addendum dated February, 2022 to extend the Agreement through June 30, 2022, and subsequently entered into an addendum dated April 22, 2022 to extend the Agreement through December 31, 2022 to include provisions relating to the protection of personal data required to render the services outlined in the Agreement; and

WHEREAS, the Parties wish to extend the Agreement through this Addendum as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound agree as follows:

1. Each party will comply with the terms of the General Data Protection Regulation (“GDPR”) as evidenced by the Standard Contractual Clauses (“SCCs”) attached hereto and made a part of the Agreement as of the date last signed by the parties below.
2. Pursuant to Section 6(a) and (c) of the Agreement, the term of the Agreement shall be extended to continue through June 30, 2025.
3. Section 7(a), is hereby deleted in its entirety, shall not be held effective against either Party, and shall be replaced to read as follows:

Liability and insurance parties. The liability of each university is limited to the amount payable by their respective insurance

companies, except in the case of gross negligence or willful misconduct. 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 negligence or willful misconduct.

- 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. Not having an appropriate insurance as mentioned in this article shall be considered a breach of this Agreement.
- In case of a natural or man-made disaster which effects the rendering the participation or continuation of the exchange under the Agreement, the parties endeavor to help one other to take all the necessary, reasonable and fair measures for the benefit of the participating students.

4. Section 7(g) is hereby deleted in its entirety, shall not be held effective against either Party, and shall be replaced to read as follows:

Dispute Resolution. If a dispute arises between the parties relating to or arising under this agreement, the parties must use all reasonable

endeavors to settle the dispute expeditiously and amicably. If a Party gives notice of a dispute that could not be settled amicably, each Party must nominate a senior representative with appropriate authority to negotiate on behalf of the party to settle such dispute. If the dispute is not resolved within sixty (60) business days after receipt of the notice, the dispute shall be governed by and construed in accordance with the law of the defendant Party, without regard for Clauses 17 and 18 of Appendix A, attached hereto and made part of this Addendum herein.

5. All terms used herein and not otherwise defined upon initial use shall have the meaning scribed to them in the Agreement.
6. Except as modified herein, the terms and conditions set forth in the Agreement shall apply in all other respects.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Addendum as of the date set forth above.

HOESTRA UNIVERSITY

5.1, lid 2, e

By: _____

Financial

Affairs and Treasurer

UNIVERSITY OF AMSTERDAM

5.1, lid 2, e

By: _____

Pro _____ um

President

Dated: 12/15/22

Dated: 10 January 2023

Appendix A: Standard Contractual Clauses ("SCCs")

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.

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

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

Clause 3

Third-party beneficiaries

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

Clause 4

Interpretation

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

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 – Optional

Docking clause

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B. It may only process the personal data for another purpose:

- (i) where it has obtained the data subject's prior consent;
- (ii) where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iii) where necessary in order to protect the vital interests of the data subject or of another natural person.

8.2 Transparency

- (a) In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:
- (i) of its identity and contact details;
 - (ii) of the categories of personal data processed;
 - (iii) of the right to obtain a copy of these Clauses;
 - (iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.
- (b) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.
- (c) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.
- (d) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.3 Accuracy and data minimisation

- (a) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.
- (b) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.
- (c) The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

8.4 Storage limitation

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

8.5 Security of processing

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

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.

- (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;

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.

- (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 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 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.

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.

- (e) Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the request or refuse to act on the request.
- (f) The data importer may refuse a data subject's request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.
- (g) If the data importer intends to refuse a data subject's request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

Clause 11

Redress

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

Clause 12

Liability

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

Clause 13

Supervision

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

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

Clause 14

Local laws and practices affecting compliance with the Clauses

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is

necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

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

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.

disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

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

Clause 15

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

15.1 Notification

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

(in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

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

15.2 Review of legality and data minimisation

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

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

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

- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

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

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

Clause 17

Governing law

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

Clause 18

Choice of forum and jurisdiction

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of the Netherlands.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX

EXPLANATORY NOTE:

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

ANNEX I

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

Name: University of Amsterdam

Address: Spui 21 (1012 WX), Amsterdam, The Netherlands

Contact person's name, position and contact details: Prof. Dr. Geert ten Dam

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: _____ 10 January 2023

Role (controller/processor): _____

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

Name: Hofstra University

Address: 1000 Fulton Avenue, Hempstead, New York 11549, USA

Contact person's name, position and contact details: 5.1, lid 2, e, Provost and Senior Vice President for Academic Affairs

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

Contact details DPO (Data Protection Officer):

5.1, lid 2, e

Manager of IT Security

Hofstra University

5.1, lid 2, e

Activities relevant to the data transferred under these Clauses: Provision of student data for the purpose of student exchange program

Signature and date: _____ 5.1, lid 2, e 1/4/2023

Role (controller/processor): Controller

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:

Nominated and selected Exchange students (inbound and outbound) from both parties.

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:

Application information (which includes the categories of personal data) is held in protected student records system. Staff access is strictly controlled and subject to training and bi-annual security checks by the business process owner. Information is used to manage evaluation of applications and admission to academic programmes in line with published university policies. Staff transactions in the system are recorded within the database.

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

Continuous within the confines of the exchange programme and subject to the agreement's provisions and terms and conditions.

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)

ANNEX II

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

EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

- The University maintains a range of administrative, technical and physical procedures to protect all information stored in our environment.
- The University is committed to a proactive approach to security and privacy by anticipating and preventing invasive events before they occur..
- The University has an information security program to mitigate the risk of unlawful data processing.
- Security policy and standards are regularly brought in line with new regulations and developments.
- The University takes appropriate physical, technical and organizational measures to protect data.
- The University deploys a range of technical controls and capabilities to help detecting and minimizing the impact of cyberthreats against University systems:
 - o Advanced email filtering services interrogate email for phishing emails and malicious attachments and links in email;
 - o Multi-factor authentication is enforced on staff accounts across key systems to reduce the impact of lost or stolen account credentials;
 - o Regular vulnerability scanning is undertaken across the University environment to detect weaknesses for remediation;
 - o Logging from key systems is aggregated centrally for analysis and detection of threats;

ADDENDUM TO STUDENT EXCHANGE AGREEMENT

This Addendum ("Addendum") dated as of April 22, 2022, is to the Student Exchange Agreement ("Agreement") by and between HOFSTRA UNIVERSITY (hereinafter "HOFSTRA"), an educational corporation organized under the laws of the State of New York, and having an address at 1000 Fulton Avenue, Hempstead, New York 11549, USA and the UNIVERSITY OF AMSTERDAM, having an address at Spui 21, 1012 WX Amsterdam, Netherlands (hereinafter, "AMSTERDAM").

WHEREAS, HOFSTRA and AMSTERDAM (each a "Party" and collectively, the "Parties") entered into a Student Exchange Agreement dated February 2014; and

WHEREAS, the Parties wish to extend the Agreement as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound agree as follows:

1. Candidates will be subject to the relevant rules, regulations and procedures of the Host-University. Candidates must comply with national requirements of the Host-University. Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. HOFSTRA and AMSTERDAM 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 the purposes of this Addendum only, the parties agree on the content in Appendix A.
2. All terms used herein and no otherwise defined upon initial use shall have the meaning scribed to them in the Agreement.
3. The term of the Agreement shall be extended to continue through December 31, 2022.
4. Except as modified herein, the terms and conditions set forth in the Agreement shall apply in all other respects.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Addendum as of the date set forth above.

HO 5.1, lid 2, e
By: _____
C
S Financial
Affairs and Treasurer

Dated: 5/3/22

UNIVERSITY OF TAMU 5.1, lid 2, e
By: _____
5.1, lid 2, e

Dated: 07 - 06 - 2022

Appendix A:

University of Amsterdam – Hofstra University

1. Hofstra University ('Hofstra') and the University of Amsterdam ('UvA') have access to personal data of students of each other which is necessary for the exchange of students as stated in this Agreement (hereinafter: 'Purpose')

2. The personal data pertain to: first and last name, date of birth, address details, email address, emergency contact details, report/official transcript of the academic achievements. (hereinafter: 'Personal Data').

3. Parties agree that in respect of the Personal Data each party qualifies as an independent data controller. Each party complies with its obligations under applicable data protection legislation.

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

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

4. Parties are obligated to respect the confidentiality of all Personal Data. This obligation of confidentiality will remain in effect after the term of this Agreement or the cooperation has ended.

5. Parties will not share any Personal Data to any other third party unless the information has been de-identified, or unless specifically necessary in accordance to this Agreement.

6. Parties have taken appropriate technical and organizational measures to ensure the security of the Personal Data. Parties will, at the other Party's first request, submit any information on the substance and nature of these measures.

7. Parties will not keep the Personal Data longer than is strictly necessary, and definitely not for longer than is needed to attain the Purpose, unless storage of the Personal Data is required by law, in which case Parties will keep the personal data for no longer than the statutory required period.

8. In case both Parties agree upon the transfer of the Personal Data to a third country or international organisation or the other Party is located in such third country or is such international organisation itself, and the European Commission has not decided that this third country or international organisation can ensure an adequate level of protection, the Standard Contractual Clauses as attached to this Agreement will apply.

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

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

10. In the event that Hofstra is affected by an incident involving Personal Data of any student affected by this Agreement (an actual or suspected data breach), Hofstra must immediately inform the UvA and provide the necessary explanation and background. Hofstra is responsible for reporting the data breach to the relevant authorities and the parties involved, as required by law. Any reporting required under the *GDPR* legislation during the term of this Addendum will be done in consultation with the University of Amsterdam Data Protection Official (fg@uva.nl). In this regard, Hofstra declares in advance that they will provide full and unconditional cooperation and will, at the UvA's first request, submit any information or supplementary details.

Prior Addendum
of February 2022

ADDENDUM TO STUDENT EXCHANGE AGREEMENT

This Addendum ("Addendum") dated as of February, 202², is to the Student Exchange Agreement ("Agreement") by and between HOFSTRA UNIVERSITY (hereinafter, "HOFSTRA"), an educational corporation organized under the laws of the State of New York, and having an address at Hempstead, New York 11549, USA and the UNIVERSITY OF AMSTERDAM, having an address at Binnengasthuisstraat 9, 1012 ZA Amsterdam, Netherlands (hereinafter, "AMSTERDAM").

WHEREAS, HOFSTRA and AMSTERDAM entered into a Student Exchange Agreement dated February 2014; and

WHEREAS, the Parties wish to extend the Agreement as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound agree as follows:

1. All terms used herein and not otherwise defined upon initial use shall have the meaning ascribed to them in the Agreement.
2. The term of the Agreement shall be extended to continue through June 30, 2022.
3. Except as modified herein, the terms and conditions set forth in the Agreement shall apply in all other respects.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Addendum as of the date set forth above.

HOFSTRA 5.1, lid 2, e

By: _____

Financial

Dated: 2/4/22

UNIVERSITY OF AMSTERDAM 5.1, lid 2, e

By: _____

Director Student Serv
University of Amsterdam

Dated: 05-01-2022



UNIVERSITY OF AMSTERDAM

Underlying Agreement
February 2014

Underlying
Signed

Agreement

STUDENT EXCHANGE AGREEMENT

between

HOFSTRA UNIVERSITY,

and

UNIVERSITY OF AMSTERDAM

This agreement dated as of February 2014 is between the **University of Amsterdam**, an educational institution with offices at Binnengasthuisstraat 9, 1012 ZA Amsterdam, The Netherlands, (hereinafter referred to as "Amsterdam"), and **Hofstra University**, an educational corporation organized under and chartered by the laws of the State of New York, with offices at 101 Hofstra University, Hempstead, New York 11549 USA, (hereinafter referred to as "Hofstra"), as follows :

Introduction

Amsterdam and Hofstra agree to establish ties of cooperation in a student exchange program commencing September 2014 (hereinafter referred to as "the exchange").

Agreement

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties intending to be legally bound agree as follows:

1. Academic Year

- a) The academic year at Amsterdam, consists of two (2) semesters, from September to January and February to June.
- b) The academic year at Hofstra consists of two (2) semesters: a Fall Semester (September to December), and a Spring Semester (January to May).

2. Participants

- a) The participants will be students who are in the process of completing an undergraduate or graduate program at their respective institutions and who have completed at least two years of full time university studies prior to participation in the exchange. The participants will be selected on the basis of merit without regard to race, color, religion, sex, sexual orientation, age, national or ethnic origin, physical or mental disability, marital or veteran status.
- b) The participants will be selected by their respective institutions to participate in the exchange, and will then be considered for admission as non-degree students by the host institution. Participants must satisfy all admission requirements of the host institution, including, but not limited to, the language proficiency requirements. Participants are also responsible for

compliance with immigration and visa laws. Participants may not become degree participants without applying for admission through the regular process, and participants will not be given preferential status if they subsequently apply to become a degree candidate.

- c) After acceptance, participants will register at the host institution for the full academic year or for a minimum of one academic semester.
- d) All participants are required to be covered by an International Student Medical and Accident Insurance policy. Participants studying at Hofstra will be required to participate in the plan offered through Hofstra.
- e) Participants shall enjoy the same rights and privileges, and be subject to the same rules and regulations, as the other students of the host institution.

3. Courses to be Provided

Participants shall be free to choose from the full range of courses available in the division to which they have been admitted at the host institution, provided they satisfy the individual course prerequisites, and any additional selection procedures that may be required for courses with limited enrollment. Participants are not eligible for graduate courses other than in the School of Business, and executive MBA classes are not eligible.

4. Financial

- a) Participants shall pay tuition and other applicable fees to their home institution.
- b) Participants shall be responsible for all payment for travel, accident and medical insurance, housing accommodations, food, books, supplies and incidental expenses. Neither institution shall be held liable for such charges.

5. Responsibilities

- a) Each institution shall appoint an individual to act as the coordinator for the exchange.
- b) The home institution shall forward the profiles of the participants to the host institution by March prior to the application year, and the final standing of those students by July of that year.
- c) The host institution shall notify the successful participants of their provisional acceptance to the institution by early May, subject to confirmation of good standing grades in June or July. The host institution shall have the right of refusal of any candidate deemed to be unacceptable for the exchange.
- d) Each institution may send up to twelve (12) students for a period of one semester or six (6) students for a period of one full academic year or a combination of both, the sum of which shall be no more than six (6) students for a full year. Of the total, three (3) full academic year positions shall be reserved at Hofstra for students of the Faculty of Economics and Business, Amsterdam, and three (3) full academic year positions shall be reserved at Amsterdam for students of the Frank G. Zarb School of Business at Hofstra. These places can be occupied by students from other Faculties and Schools when left unoccupied.
- e) It is expected that in any given year there will be an equal number of students and semesters exchanged from each institution. This agreement shall be subject to renegotiation if, after a three year period commencing September 2014, the number of exchange students is not equal. The number of participants may be increased subject to a signed agreement of both institutions.

- f) Each institution agrees to provide to the other, at the request of participating students, a report/official transcript of their academic achievements.
- g) Each institution agrees that participating students will be given credit at their home institution for courses taken at the host institution, provided that their studies during the exchange have received prior approval by the appropriate authorities at their home institution, with academic requirements and achievement levels as established by their home institution.

6. Renewal, Termination, and Amendment

- a) This Agreement will commence from the date of signing, and continue thereafter for a period of five (5) years, subject to additional extensions, revision or modification by mutual agreement.
- b) For conditions of the program not covered by this Agreement, or for problems that arise during the course of the Agreement, both parties agree to refrain from unilateral action and to consult and negotiate mutually acceptable decisions.
- c) Amendments to this Agreement may be made at any time, in writing, and only when agreed in writing upon by both parties. Any amendments shall be added to the terms as appendices.
- d) Either institution may terminate this agreement by giving six (6) months written notice to the other institution.
- e) The institutions shall confer concerning the renewal of this Agreement six (6) months prior to its expiration.

7. Miscellaneous

- a. Indemnification. Each party shall, to the fullest extent permitted by law and at their own cost and expense, defend, indemnify and hold each other and their respective trustees, directors, employees, servants, representatives and agents harmless from and against any and all claims, losses, damages, expenses (including attorney's fees, witness fees and all court and litigation costs) and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property arising out of its negligent or wrongful act, error or omission or breach of contract, in connection with the operations of this program.
- b. No Third Party Beneficiary Rights. Nothing in this Agreement shall be construed as intending to create third party beneficiary rights in any third party.
- c. Waiver of Defaults. No failure by either party at any time, or from time to time, to enforce any of the terms or conditions of this Agreement shall constitute a waiver thereof. No waiver by any party hereunder will be effective unless in writing and signed by such party.
- d. Severability. Any provision of this Agreement that is unenforceable in any jurisdiction shall be ineffective to the extent of such unenforceability (but shall be enforced to the maximum extent permissible) without invalidating the remaining provisions of this Agreement.
- e. Survival. The rights and obligations of the parties hereto shall survive any termination hereof to the extent reasonably necessary to give effect to the provisions hereof.
- f. Headings. The headings used in this Agreement are for convenience only and shall not be deemed to constitute a part of, or be used in the interpretation of, this Agreement.
- g. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, United States of America, without giving effect to its principles of conflicts of laws.

- h. Binding Effect; Assignment. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. This Agreement shall not be assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonable withheld or delayed.
- i. Entire Agreement; Amendments. This Agreement contains the entire agreement between the parties regarding the subject matter hereof and supersedes all prior proposals, agreements, understandings or representations, whether written or oral, with respect thereto. This Agreement may not be modified, supplemented or rescinded in any manner except by the written agreement of the Parties hereto. The terms of this Agreement shall supersede, and shall not be supplemented by any other document issued or used by either Party in connection herewith.
- j. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, and both of which, taken together, shall constitute one and the same document. The Agreement shall become binding only when each Party hereto has executed and delivered to the other one or more such counterparts.
- k. Authority to sign. Each person or party signing this agreement represents that he or she is authorized to sign on behalf of and bind the entity to this Agreement.
- l. Amsterdam represents that no trustee, officer, employee or any other person affiliated with Hofstra and having involvement with this contract (1) is affiliated in any way with Hofstra and (2) received, was promised or will receive anything of value in connection with this contract or the performance thereof.
- m. Force Majeure: Neither Hofstra nor Amsterdam shall be liable for failure to perform any part of this agreement on account of acts of God, fire, labor disputes of any nature, inevitable accident or insurrection or other cause beyond their respective control.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

UNIVERSITY OF AMSTERDAM

5.1, lid 2, e

By:

Name:

Title: President

HOFSTRA UNIVERSITY

5.1, lid 2, e

By:

Name:

Title: Vice President for Financial Affairs and Treasurer

5.1, lid 2, e

By:

Name:

Title: Dean, Zarb School of Business



Rector Magnificus
Academic Affairs

Spui 21
1012 WX Amsterdam
Postbus 19268
1000 GG Amsterdam
www.uva.nl

Hofstra University
5.1, lid 2, e Provost

Date	Telephone	Your reference
9 April 2025	5.1, lid 2, i	-
Contact person	Enclosed	Our reference
5.1, lid 2, e	-	2025cu0271
Email		
5.1, lid 2, e		
Subject		
University of Amsterdam / Hofstra University		

Dear Professor Riordan,

It is with great pleasure and pride that I am writing on the festive occasion of the 30+ year Jubilee year of the bilateral co-operation agreement between the Hofstra University and the University of Amsterdam.

I am personally delighted to learn that the first connections between Hofstra University and the University of Amsterdam (UvA) date back more than 40 years (1979), with an initial collaboration between Hofstra's Frank G. Zarb School of Business and UvA's Faculty of Economics and Business. In 1985, UvA participated in Hofstra's 50th-anniversary celebrations, during which discussions on academic collaboration were revisited. Two years later, another visit from UvA followed, leading to broader discussions on cooperation, including student mobility, which resulted in the first official agreement signed in 1991.

Since 1992, students have been exchanged between the two universities. Now, over 30 years later, more than 170 students from both UvA and Hofstra have benefited from this valued exchange program.

In 2017/2018, we proudly celebrated our 25th jubilee with a joint symposium at Hofstra University, where the historical ties between our institutions took center stage.

The University of Amsterdam is very pleased to reciprocate on this occasion, by hosting a visit of a delegation of Hofstra university, led by Vice Provost, Professor Elfreda Blue, from 8 through 10 April.

With our shared history in mind, I do hope our universities will continue the fruitful collaboration for many years to come and am very supportive of strengthening these longstanding ties. As we celebrate this 30+ year milestone, we eagerly anticipate a successful collaboration in the future.

Yours sincerely,
The Executive Board
5.1, lid 2, i

Rector Magnificus

ADDENDUM No. 3 TO THE
STUDENT EXCHANGE AGREEMENT
BETWEEN HOFSTRA UNIVERSITY AND UNIVERSITY OF AMSTERDAM

This Addendum (“Addendum”) dated as of October 20, 2022, is to the Student Exchange Agreement (“Agreement”), dated February 2014, by and between HOFSTRA UNIVERSITY (hereinafter “HOFSTRA”), an educational corporation organized under the laws of the State of New York, and having an address at 1000 Fulton Avenue, Hempstead, New York 11549, USA and the UNIVERSITY OF AMSTERDAM, having an address at Spui 21, 1012 WX Amsterdam, Netherlands (hereinafter, “AMSTERDAM”). HOFSTRA and AMSTERDAM are each a “Party” and collectively, the “Parties.”

WHEREAS, the Parties entered into an addendum dated February, 2022 to extend the Agreement through June 30, 2022, and subsequently entered into an addendum dated April 22, 2022 to extend the Agreement through December 31, 2022 to include provisions relating to the protection of personal data required to render the services outlined in the Agreement; and

WHEREAS, the Parties wish to extend the Agreement through this Addendum as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound agree as follows:

1. Each party will comply with the terms of the General Data Protection Regulation (“GDPR”) as evidenced by the Standard Contractual Clauses (“SCCs”) attached hereto and made a part of the Agreement as of the date last signed by the parties below.
2. Pursuant to Section 6(a) and (c) of the Agreement, the term of the Agreement shall be extended to continue through June 30, 2025.
3. Section 7(a), is hereby deleted in its entirety, shall not be held effective against either Party, and shall be replaced to read as follows:

Liability and insurance parties. The liability of each university is limited to the amount payable by their respective insurance

companies, except in the case of gross negligence or willful misconduct. 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 negligence or willful misconduct.

- 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. Not having an appropriate insurance as mentioned in this article shall be considered a breach of this Agreement.
- In case of a natural or man-made disaster which effects the rendering the participation or continuation of the exchange under the Agreement, the parties endeavor to help one other to take all the necessary, reasonable and fair measures for the benefit of the participating students.

4. Section 7(g) is hereby deleted in its entirety, shall not be held effective against either Party, and shall be replaced to read as follows:

Dispute Resolution. If a dispute arises between the parties relating to or arising under this agreement, the parties must use all reasonable

endeavors to settle the dispute expeditiously and amicably. If a Party gives notice of a dispute that could not be settled amicably, each Party must nominate a senior representative with appropriate authority to negotiate on behalf of the party to settle such dispute. If the dispute is not resolved within sixty (60) business days after receipt of the notice, the dispute shall be governed by and construed in accordance with the law of the defendant Party, without regard for Clauses 17 and 18 of Appendix A, attached hereto and made part of this Addendum herein.

5. All terms used herein and not otherwise defined upon initial use shall have the meaning scribed to them in the Agreement.
6. Except as modified herein, the terms and conditions set forth in the Agreement shall apply in all other respects.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Addendum as of the date set forth above.

HOESTRA UNIVERSITY

5.1, lid 2, e

By _____

Senior Vice President for Financial
Affairs and Treasurer

UNIVERSITY OF AMSTERDAM

5.1, lid 2, e

By: _____

Professor _____

President

Dated: 12/5/22

Dated: 10 January 2023

Appendix A: Standard Contractual Clauses ("SCCs")

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.

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

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

Clause 3

Third-party beneficiaries

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

Clause 4

Interpretation

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

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 – Optional

Docking clause

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B. It may only process the personal data for another purpose:

- (i) where it has obtained the data subject's prior consent;
- (ii) where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iii) where necessary in order to protect the vital interests of the data subject or of another natural person.

8.2 Transparency

- (a) In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:
- (i) of its identity and contact details;
 - (ii) of the categories of personal data processed;
 - (iii) of the right to obtain a copy of these Clauses;
 - (iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.
- (b) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.
- (c) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.
- (d) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.3 Accuracy and data minimisation

- (a) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.
- (b) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.
- (c) The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

8.4 Storage limitation

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

8.5 Security of processing

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

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.

- (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;

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.

- (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 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 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.

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.

- (e) Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the request or refuse to act on the request.
- (f) The data importer may refuse a data subject's request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.
- (g) If the data importer intends to refuse a data subject's request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

Clause 11

Redress

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

Clause 12

Liability

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

Clause 13

Supervision

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

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

Clause 14

Local laws and practices affecting compliance with the Clauses

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is

necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

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

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.

disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

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

Clause 15

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

15.1 Notification

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

(in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

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

15.2 Review of legality and data minimisation

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

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

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

- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
- (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

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

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

Clause 17

Governing law

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

Clause 18

Choice of forum and jurisdiction

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of the Netherlands.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX

EXPLANATORY NOTE:

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

ANNEX I

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

Name: University of Amsterdam

Address: Spui 21 (1012 WX), Amsterdam, The Netherlands

Contact person's name, position and contact details: Prof. Dr. Geert ten Dam

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

Contact details DPO: 5.1, lid 2, i

Activities relevant to the data transferred under these Clauses: Provision of student data for the purpose of student exchange 5.1, lid 2, i

Signature and date: _____ 10 January 2023

Role (controller/processor): _____

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

Name: Hofstra University

Address: 1000 Fulton Avenue, Hempstead, New York 11549, USA

Contact person's name, position and contact details: 5.1, lid 2, e Provost and Senior Vice President for Academic Affairs

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

Contact details DPO (Data Protection Officer):

5.1, lid 2, e

Manager of IT Security

Hofstra University

5.1, lid 2, e

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: _____ 1/4/2023

Role (controller/processor): Controller

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:

Nominated and selected Exchange students (inbound and outbound) from both parties.

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:

Application information (which includes the categories of personal data) is held in protected student records system. Staff access is strictly controlled and subject to training and bi-annual security checks by the business process owner. Information is used to manage evaluation of applications and admission to academic programmes in line with published university policies. Staff transactions in the system are recorded within the database.

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

Continuous within the confines of the exchange programme and subject to the agreement's provisions and terms and conditions.

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)

ANNEX II

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

EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

- The University maintains a range of administrative, technical and physical procedures to protect all information stored in our environment.
- The University is committed to a proactive approach to security and privacy by anticipating and preventing invasive events before they occur..
- The University has an information security program to mitigate the risk of unlawful data processing.
- Security policy and standards are regularly brought in line with new regulations and developments.
- The University takes appropriate physical, technical and organizational measures to protect data.
- The University deploys a range of technical controls and capabilities to help detecting and minimizing the impact of cyberthreats against University systems:
 - o Advanced email filtering services interrogate email for phishing emails and malicious attachments and links in email;
 - o Multi-factor authentication is enforced on staff accounts across key systems to reduce the impact of lost or stolen account credentials;
 - o Regular vulnerability scanning is undertaken across the University environment to detect weaknesses for remediation;
 - o Logging from key systems is aggregated centrally for analysis and detection of threats;

ADDENDUM TO STUDENT EXCHANGE AGREEMENT

This Addendum ("Addendum") dated as of April 22, 2022, is to the Student Exchange Agreement ("Agreement") by and between HOFSTRA UNIVERSITY (hereinafter "HOFSTRA"), an educational corporation organized under the laws of the State of New York, and having an address at 1000 Fulton Avenue, Hempstead, New York 11549, USA and the UNIVERSITY OF AMSTERDAM, having an address at Spui 21, 1012 WX Amsterdam, Netherlands (hereinafter, "AMSTERDAM").

WHEREAS, HOFSTRA and AMSTERDAM (each a "Party" and collectively, the "Parties") entered into a Student Exchange Agreement dated February 2014; and

WHEREAS, the Parties wish to extend the Agreement as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound agree as follows:

1. Candidates will be subject to the relevant rules, regulations and procedures of the Host-University. Candidates must comply with national requirements of the Host-University. Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. HOFSTRA and AMSTERDAM 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 the purposes of this Addendum only, the parties agree on the content in Appendix A.
2. All terms used herein and not otherwise defined upon initial use shall have the meaning ascribed to them in the Agreement.
3. The term of the Agreement shall be extended to continue through December 31, 2022.
4. Except as modified herein, the terms and conditions set forth in the Agreement shall apply in all other respects.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Addendum as of the date set forth above.

HC 5.1, lid 2, e Y
By _____
Senior Vice President for Financial
Affairs and Treasurer

Dated: 5/3/22

5.1, lid 2, e
UNIVERSITY OF AMSTERDAM
By: _____
5.1, lid 2, e
Director Student

Dated: 07 - 06 - 2022

Appendix A:

University of Amsterdam – Hofstra University

1. Hofstra University ('Hofstra') and the University of Amsterdam ('UvA') have access to personal data of students of each other which is necessary for the exchange of students as stated in this Agreement (hereinafter: 'Purpose')

2. The personal data pertain to: first and last name, date of birth, address details, email address, emergency contact details, report/official transcript of the academic achievements. (hereinafter: 'Personal Data').

3. Parties agree that in respect of the Personal Data each party qualifies as an independent data controller. Each party complies with its obligations under applicable data protection legislation.

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

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

4. Parties are obligated to respect the confidentiality of all Personal Data. This obligation of confidentiality will remain in effect after the term of this Agreement or the cooperation has ended.

5. Parties will not share any Personal Data to any other third party unless the information has been de-identified, or unless specifically necessary in accordance to this Agreement.

6. Parties have taken appropriate technical and organizational measures to ensure the security of the Personal Data. Parties will, at the other Party's first request, submit any information on the substance and nature of these measures.

7. Parties will not keep the Personal Data longer than is strictly necessary, and definitely not for longer than is needed to attain the Purpose, unless storage of the Personal Data is required by law, in which case Parties will keep the personal data for no longer than the statutory required period.

8. In case both Parties agree upon the transfer of the Personal Data to a third country or international organisation or the other Party is located in such third country or is such international organisation itself, and the European Commission has not decided that this third country or international organisation can ensure an adequate level of protection, the Standard Contractual Clauses as attached to this Agreement will apply.

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

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

10. In the event that Hofstra is affected by an incident involving Personal Data of any student affected by this Agreement (an actual or suspected data breach), Hofstra must immediately inform the UvA and provide the necessary explanation and background. Hofstra is responsible for reporting the data breach to the relevant authorities and the parties involved, as required by law. Any reporting required under the *GDPR* legislation during the term of this Addendum will be done in consultation with the University of Amsterdam Data Protection Official (fg@uva.nl). In this regard, Hofstra declares in advance that they will provide full and unconditional cooperation and will, at the UvA's first request, submit any information or supplementary details.

Prior Addendum
of February 2022

ADDENDUM TO STUDENT EXCHANGE AGREEMENT

This Addendum ("Addendum") dated as of February, 2022, is to the Student Exchange Agreement ("Agreement") by and between HOFSTRA UNIVERSITY (hereinafter, "HOFSTRA"), an educational corporation organized under the laws of the State of New York, and having an address at Hempstead, New York 11549, USA and the UNIVERSITY OF AMSTERDAM, having an address at Binnengasthuisstraat 9, 1012 ZA Amsterdam, Netherlands (hereinafter, "AMSTERDAM").

WHEREAS, HOFSTRA and AMSTERDAM entered into a Student Exchange Agreement dated February 2014; and

WHEREAS, the Parties wish to extend the Agreement as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound agree as follows:

1. All terms used herein and not otherwise defined upon initial use shall have the meaning ascribed to them in the Agreement.
2. The term of the Agreement shall be extended to continue through June 30, 2022.
3. Except as modified herein, the terms and conditions set forth in the Agreement shall apply in all other respects.

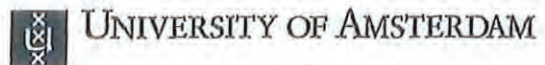
IN WITNESS WHEREOF, the Parties have duly executed and delivered this Addendum as of the date set forth above.

HO 5.1, lid 2, e
By: _____
Senior Vice _____ or Financial
Affairs and _____

Dated: 2/4/22

UNIVERSITY OF AMSTER 5.1, lid 2, i
By: _____
Director Student Ser 5.1, lid 2, e
University of Amster _____

Dated: 05-01-2022



Underlying Agreement
February 2014

underlying
signed

Agreement

STUDENT EXCHANGE AGREEMENT

between

HOFSTRA UNIVERSITY,

and

UNIVERSITY OF AMSTERDAM

This agreement dated as of February 2014 is between the **University of Amsterdam**, an educational institution with offices at Binnengasthuisstraat 9, 1012 ZA Amsterdam, The Netherlands, (hereinafter referred to as "Amsterdam"), and **Hofstra University**, an educational corporation organized under and chartered by the laws of the State of New York, with offices at 101 Hofstra University, Hempstead, New York 11549 USA, (hereinafter referred to as "Hofstra"), as follows :

Introduction

Amsterdam and Hofstra agree to establish ties of cooperation in a student exchange program commencing September 2014 (hereinafter referred to as "the exchange").

Agreement

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties intending to be legally bound agree as follows:

1. Academic Year

- a) The academic year at Amsterdam, consists of two (2) semesters, from September to January and February to June.
- b) The academic year at Hofstra consists of two (2) semesters: a Fall Semester (September to December), and a Spring Semester (January to May).

2. Participants

- a) The participants will be students who are in the process of completing an undergraduate or graduate program at their respective institutions and who have completed at least two years of full time university studies prior to participation in the exchange. The participants will be selected on the basis of merit without regard to race, color, religion, sex, sexual orientation, age, national or ethnic origin, physical or mental disability, marital or veteran status.
- b) The participants will be selected by their respective institutions to participate in the exchange, and will then be considered for admission as non-degree students by the host institution. Participants must satisfy all admission requirements of the host institution, including, but not limited to, the language proficiency requirements. Participants are also responsible for

compliance with immigration and visa laws. Participants may not become degree participants without applying for admission through the regular process, and participants will not be given preferential status if they subsequently apply to become a degree candidate.

- c) After acceptance, participants will register at the host institution for the full academic year or for a minimum of one academic semester.
- d) All participants are required to be covered by an International Student Medical and Accident Insurance policy. Participants studying at Hofstra will be required to participate in the plan offered through Hofstra.
- e) Participants shall enjoy the same rights and privileges, and be subject to the same rules and regulations, as the other students of the host institution.

3. Courses to be Provided

Participants shall be free to choose from the full range of courses available in the division to which they have been admitted at the host institution, provided they satisfy the individual course prerequisites, and any additional selection procedures that may be required for courses with limited enrollment. Participants are not eligible for graduate courses other than in the School of Business, and executive MBA classes are not eligible.

4. Financial

- a) Participants shall pay tuition and other applicable fees to their home institution.
- b) Participants shall be responsible for all payment for travel, accident and medical insurance, housing accommodations, food, books, supplies and incidental expenses. Neither institution shall be held liable for such charges.

5. Responsibilities

- a) Each institution shall appoint an individual to act as the coordinator for the exchange.
- b) The home institution shall forward the profiles of the participants to the host institution by March prior to the application year, and the final standing of those students by July of that year.
- c) The host institution shall notify the successful participants of their provisional acceptance to the institution by early May, subject to confirmation of good standing grades in June or July. The host institution shall have the right of refusal of any candidate deemed to be unacceptable for the exchange.
- d) Each institution may send up to twelve (12) students for a period of one semester or six (6) students for a period of one full academic year or a combination of both, the sum of which shall be no more than six (6) students for a full year. Of the total, three (3) full academic year positions shall be reserved at Hofstra for students of the Faculty of Economics and Business, Amsterdam, and three (3) full academic year positions shall be reserved at Amsterdam for students of the Frank G. Zarb School of Business at Hofstra. These places can be occupied by students from other Faculties and Schools when left unoccupied.
- e) It is expected that in any given year there will be an equal number of students and semesters exchanged from each institution. This agreement shall be subject to renegotiation if, after a three year period commencing September 2014, the number of exchange students is not equal. The number of participants may be increased subject to a signed agreement of both institutions.

- f) Each institution agrees to provide to the other, at the request of participating students, a report/official transcript of their academic achievements.
- g) Each institution agrees that participating students will be given credit at their home institution for courses taken at the host institution, provided that their studies during the exchange have received prior approval by the appropriate authorities at their home institution, with academic requirements and achievement levels as established by their home institution.

6. Renewal, Termination, and Amendment

- a) This Agreement will commence from the date of signing, and continue thereafter for a period of five (5) years, subject to additional extensions, revision or modification by mutual agreement.
- b) For conditions of the program not covered by this Agreement, or for problems that arise during the course of the Agreement, both parties agree to refrain from unilateral action and to consult and negotiate mutually acceptable decisions.
- c) Amendments to this Agreement may be made at any time, in writing, and only when agreed in writing upon by both parties. Any amendments shall be added to the terms as appendices.
- d) Either institution may terminate this agreement by giving six (6) months written notice to the other institution.
- e) The institutions shall confer concerning the renewal of this Agreement six (6) months prior to its expiration.

7. Miscellaneous

- a. Indemnification. Each party shall, to the fullest extent permitted by law and at their own cost and expense, defend, indemnify and hold each other and their respective trustees, directors, employees, servants, representatives and agents harmless from and against any and all claims, losses, damages, expenses (including attorney's fees, witness fees and all court and litigation costs) and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property arising out of its negligent or wrongful act, error or omission or breach of contract, in connection with the operations of this program.
- b. No Third Party Beneficiary Rights. Nothing in this Agreement shall be construed as intending to create third party beneficiary rights in any third party.
- c. Waiver of Defaults. No failure by either party at any time, or from time to time, to enforce any of the terms or conditions of this Agreement shall constitute a waiver thereof. No waiver by any party hereunder will be effective unless in writing and signed by such party.
- d. Severability. Any provision of this Agreement that is unenforceable in any jurisdiction shall be ineffective to the extent of such unenforceability (but shall be enforced to the maximum extent permissible) without invalidating the remaining provisions of this Agreement.
- e. Survival. The rights and obligations of the parties hereto shall survive any termination hereof to the extent reasonably necessary to give effect to the provisions hereof.
- f. Headings. The headings used in this Agreement are for convenience only and shall not be deemed to constitute a part of, or be used in the interpretation of, this Agreement.
- g. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, United States of America, without giving effect to its principles of conflicts of laws.

- h. Binding Effect; Assignment. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. This Agreement shall not be assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonable withheld or delayed.
- i. Entire Agreement; Amendments. This Agreement contains the entire agreement between the parties regarding the subject matter hereof and supersedes all prior proposals, agreements, understandings or representations, whether written or oral, with respect thereto. This Agreement may not be modified, supplemented or rescinded in any manner except by the written agreement of the Parties hereto. The terms of this Agreement shall supersede, and shall not be supplemented by any other document issued or used by either Party in connection herewith.
- j. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, and both of which, taken together, shall constitute one and the same document. The Agreement shall become binding only when each Party hereto has executed and delivered to the other one or more such counterparts.
- k. Authority to sign. Each person or party signing this agreement represents that he or she is authorized to sign on behalf of and bind the entity to this Agreement.
- l. Amsterdam represents that no trustee, officer, employee or any other person affiliated with Hofstra and having involvement with this contract (1) is affiliated in any way with Hofstra and (2) received, was promised or will receive anything of value in connection with this contract or the performance thereof.
- m. Force Majeure. Neither Hofstra nor Amsterdam shall be liable for failure to perform any part of this agreement on account of acts of God, fire, labor disputes of any nature, inevitable accident or insurrection or other cause beyond their respective control.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

UNIVERSITY OF AMSTERDAM

5.1, lid 2, e

By:

Name:

Title: President

HOFSTRA UNIVERSITY

5.1, lid 2, e

By:

Name:

Title: Vice President for Financial Affairs and Treasurer

5.1, lid 2, e

By:

Name:

Title: Dean, Zarb School of Business

ADDENDUM No. 4 TO THE
STUDENT EXCHANGE AGREEMENT
BETWEEN HOFSTRA UNIVERSITY AND UNIVERSITY OF AMSTERDAM

This Addendum ("Addendum") dated as of April 7, 2025, is to the Student Exchange Agreement ("Agreement"), dated February 2014, by and between HOFSTRA UNIVERSITY (hereinafter "HOFSTRA"), an educational corporation organized under the laws of the State of New York, and having an address at 1000 Fulton Avenue, Hempstead, New York 11549, USA and the UNIVERSITY OF AMSTERDAM, having an address at Spui 21, 1012 WX Amsterdam, Netherlands (hereinafter, "AMSTERDAM"). HOFSTRA and AMSTERDAM are each a "Party" and collectively, the "Parties."

WHEREAS, the Parties entered into Addendum 1 in February 2022 to extend the Agreement through June 2022, followed by Addendum 2 in April 2022 to extend the Agreement through December 2022, and Addendum 3 in October 2022, which included updated provisions related to the General Data Protection Regulations, liability, and insurance, extending the Agreement through June 30, 2025; and

WHEREAS, the Parties wish to further extend the Agreement through this Addendum as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto intending to be legally bound agree as follows:

1. Pursuant to Sections 6(a) and (c) of the Agreement, the term of the Agreement shall be extended to continue through June 30, 2030.
2. All terms used herein and not otherwise defined upon initial use shall have the meaning scribed to them in the Agreement.
3. Except as modified herein, the terms and conditions set forth in the Agreement shall apply in all other respects.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Addendum No. 4 as of the date set forth above.

5.1, lid 2, e

financial

Dated: 4/3/25

5.1, lid 2, e

Provost and Sr. Vice President for
Academic Affairs

Dated: 4/4/25

UNIVERSITY OF AMSTERDAM

5.1, lid 2, i

By: _____

Prof. Dr. Edith Hooge
President

Dated: 8 April 2025

5.1, lid 2, i

Rector Magnificus

Dated: 10 April 2025

PREVIOUS
2022
Agreement

ADDENDUM No. 3 TO THE
STUDENT EXCHANGE AGREEMENT
BETWEEN HOFSTRA UNIVERSITY AND UNIVERSITY OF AMSTERDAM

This Addendum ("Addendum") dated as of October 20, 2022, is to the Student Exchange Agreement ("Agreement"), dated February 2014, by and between HOFSTRA UNIVERSITY (hereinafter "HOFSTRA"), an educational corporation organized under the laws of the State of New York, and having an address at 1000 Fulton Avenue, Hempstead, New York 11549, USA and the UNIVERSITY OF AMSTERDAM, having an address at Spui 21, 1012 WX Amsterdam, Netherlands (hereinafter, "AMSTERDAM"). HOFSTRA and AMSTERDAM are each a "Party" and collectively, the "Parties."

WHEREAS, the Parties entered into an addendum dated February, 2022 to extend the Agreement through June 30, 2022, and subsequently entered into an addendum dated April 22, 2022 to extend the Agreement through December 31, 2022 to include provisions relating to the protection of personal data required to render the services outlined in the Agreement; and

WHEREAS, the Parties wish to extend the Agreement through this Addendum as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound agree as follows:

1. Each party will comply with the terms of the General Data Protection Regulation ("GDPR") as evidenced by the Standard Contractual Clauses ("SCCs") attached hereto and made a part of the Agreement as of the date last signed by the parties below.
2. Pursuant to Section 6(a) and (c) of the Agreement, the term of the Agreement shall be extended to continue through June 30, 2025.
3. Section 7(a), is hereby deleted in its entirety, shall not be held effective against either Party, and shall be replaced to read as follows:

Liability and Insurance parties. The liability of each university is limited to the amount payable by their respective insurance

companies, except in the case of gross negligence or willful misconduct. 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 negligence or willful misconduct.

- 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. Not having an appropriate insurance as mentioned in this article shall be considered a breach of this Agreement.
- In case of a natural or man-made disaster which effects the rendering the participation or continuation of the exchange under the Agreement, the parties endeavor to help one other to take all the necessary, reasonable and fair measures for the benefit of the participating students.

4. Section 7(g) is hereby deleted in its entirety, shall not be held effective against either Party, and shall be replaced to read as follows:

Dispute Resolution. If a dispute arises between the parties relating to or arising under this agreement, the parties must use all reasonable

endeavors to settle the dispute expeditiously and amicably. If a Party gives notice of a dispute that could not be settled amicably, each Party must nominate a senior representative with appropriate authority to negotiate on behalf of the party to settle such dispute. If the dispute is not resolved within sixty (60) business days after receipt of the notice, the dispute shall be governed by and construed in accordance with the law of the defendant Party, without regard for Clauses 17 and 18 of Appendix A, attached hereto and made part of this Addendum herein.

5. All terms used herein and not otherwise defined upon initial use shall have the meaning ascribed to them in the Agreement.
6. Except as modified herein, the terms and conditions set forth in the Agreement shall apply in all other respects.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Addendum as of the date set forth above.

HOVSTRA UNIVERSITY

5.1, lid 2, e

By

Senior Vice President for Financial
Affairs and Treasurer

UNIVERSITY OF AMSTERDAM

5.1, lid 2, i

By:

Pro:

President

Dated: 11/5/22

Dated: 10 January 2023

Appendix A: Standard Contractual Clauses ("SCCs")

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.

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 (c) and Clause 8.9(b);
 - (iii) N/A
 - (iv) Clause 12(a) and (d);
 - (v) Clause 13;
 - (vi) Clause 15.1(c), (d) and (e);
 - (vii) Clause 16(e);
 - (viii) Clause 18(a) and (b).
- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

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

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 – Optional

Docking clause

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B. It may only process the personal data for another purpose;

- (i) where it has obtained the data subject's prior consent;
- (ii) where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iii) where necessary in order to protect the vital interests of the data subject or of another natural person.

8.2 Transparency

(a) In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:

- (i) of its identity and contact details;
 - (ii) of the categories of personal data processed;
 - (iii) of the right to obtain a copy of these Clauses;
 - (iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.
- (b) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.
- (c) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.
- (d) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.3 Accuracy and data minimisation

- (a) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.
- (b) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.
- (c) The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

8.4 Storage limitation

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

8.5 Security of processing

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

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.