

- (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 (c), 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(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): *[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 [redacted] 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: [redacted] 5.1, lid 2, i

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

Signature and date: [redacted] 10 January 2023

Role (controller/processor): [redacted]

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: [redacted] 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 [redacted] 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):

[redacted] 5.1, lid 2, e

Manager of IT Security

Hofstra University

[redacted] 5.1, lid 2, e

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

Signature and date: [redacted] 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;

Amsterdam
10 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 Spil 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,

HOT 5.1, lid 2, e
By: [Redacted]
Ct [Redacted]
Senior Vice President for Financial
Affairs and Treasurer

Dated: 5/3/22

5.1, lid 2, e
UNIVERSITY [Redacted]
By: [Redacted]
5.1, lid 2, e
Director Student

Dated: 07-08-2022

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 Official 5.1, lid 2, i 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.

Prive Addendum
of February 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 Blinningsdijk 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: _____
Chancellor
Signature
Affirmation

Dated: 2/1/22

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

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 Blauwgasstraat 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 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, presentations, whether written or oral, with respect thereto. This Agreement shall be modified, supplemented or resolved in any manner except by the terms of this Agreement shall supersede, and shall be replaced by any other document issued or used by either Party in connection with this Agreement.

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.

UNIV 5.1, lid 2, e

By:

Name:

Title: President

HOFSTRA 5.1, lid 2, e

By:

Name:

Title: Vice President for Financial Affairs and Treasurer

5.1, lid 2, e

By:

Name:

Title: Dean, Zick School of Business



UNIVERSITY OF AMSTERDAM



MEMORANDUM OF UNDERSTANDING
FOR THE
EXCHANGE OF STUDENTS
BETWEEN
UNIVERSITY OF AMSTERDAM, THE NETHERLANDS
AND
LOYOLA UNIVERSITY, NEW ORLEANS

The purpose of this Memorandum of Understanding (MoU) is to establish an affiliation between University of Amsterdam and Loyola University New Orleans for the purpose of a university-wide student exchange agreement.

PARTICIPATING PARTIES

- I. University of Amsterdam (UvA)
- II. Loyola University New Orleans (LUNO)

TERMS OF THE MOU

- 1. The two parties agree to enter into a university-wide student exchange agreement, commencing in August 2016
- 2. The participating students will register at the host institution for the full academic year or for a minimum of one academic term.
- 3. UvA may send up to *six (6)* students for a period of a semester or *three (3)* students for a period of one academic year, or a combination of both. LUNO may send up to *six (6)* students for a period of a semester or *three (3)* students for a period of one academic year or a combination of both.
- 4. The Exchange Programme aims for a balance in the number of students exchanged each year during the term of the Agreement. If either university is unable to send the maximum number of exchange students in any year during the Terms of the Agreement, every effort shall be taken to increase the number of students from that university in the following year in order to restore the balance and the parties shall discuss whether additional actions should be taken to achieve the desired balance. If, after the termination of the Agreement, one of the institutions has not used the number of places available for



students as agreed on in the Agreement, these places lapse and are no longer available.

5. The candidates will be students who are completing an undergraduate at their respective institutions.
6. The candidates will be selected by their respective institutions to participate in the exchange, and will then be considered for admission as non-degree special students by the host institutions. Candidates must satisfy admission requirements for special student status, including language proficiency requirements, of the host institution.
7. Participants in the exchange will be required to have completed at least *two (2)* years (120 ECTS equivalents) of full-time university studies prior to participation in the exchange.
8. Each institution will appoint an individual to act as the coordinator for the exchange.
9. The sending institution will forward the profiles of its candidates to the host institution in March of the application year, and final standing of those students by July of that year.
10. The host institution will notify the successful candidates of their provisional acceptance to the institution by early May, subject to confirmation of satisfactory examination results in June or July; the host institution will have the right of refusal of any candidate who may appear to be unacceptable for the exchange.
11. The participants in the exchange will pay the tuition and compulsory incidental fees (or any other fees) for the respective program at the home institution prior to departure for the host institution.
12. On arrival at the host institution, the participants of the exchange will not be required to pay tuition and compulsory incidental fees, but may elect to pay non-compulsory incidental fees.
13. Students from UvA will be free to choose courses from the full range of courses available in the division to which they have been admitted at LUNO, provided that they satisfy the individual course prerequisites, and on the understanding that additional selection procedures may be required for courses with limited enrolment.
Students from LUNO will be free to choose courses from the full range of courses available in the division to which they have been admitted at the UvA, provided that they satisfy the individual course prerequisites, and on the understanding that additional selection procedures may be required for courses with limited enrolment. Fulfilling the requirements for a course does not guarantee placement in a course as most courses have a maximum participation limit.
14. At the end of the academic year, the participants in the exchange will request the host institution to send to the home institution a report/official transcript of their academic



achievement.

15. Students of UvA will be guaranteed credit at their home institution for courses taken at LUNO, provided that their studies have received prior approval by the appropriate authorities at UvA, and provided that courses are successfully completed with a minimum grade acceptable to their division at UvA.
16. Students of LUNO will be guaranteed credit for their studies at UvA provided that their studies have received prior approval by the appropriate authorities at LUNO, and provided that courses are successfully completed with a minimum grade acceptable to their division at LUNO
17. Participants in the exchange are not degree candidates and cannot become degree candidates without applying for admission. Participation in the exchange will not attract preferential status.
18. Each participant in the exchange must ensure that they have adequate health and accident insurance coverage.
19. The participants under the Exchange will be selected on the basis of merit without regard to race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status or physical handicap. UvA and LUNO will each accept the participants selected by the other party if mutually acceptable academic and/or professional qualifications and standards are met. All participants will be treated in the same non-discriminatory manner in carrying out the provisions of the MoU, subject to the provisions of the policies and requirements of each of the institutions. Any violation of these principles will be considered grounds for terminating the MoU.
20. Implementation of this MoU is subject to sufficient funding being procured as appropriate by each institution.
21. The parties will review the terms of the MoU annually to assess the success of the exchange, and will determine whether to continue, modify or discontinue the MoU. Each party reserves the right to terminate this MoU upon *six (6)* months written notice to the other.
22. This MoU shall take effect when signed by both parties, and will remain in effect for a period of *five (5)* years. Both universities agree to review this Memorandum of Understanding after *five (5)* years following the date of signing.

23 **INSURANCE**

Each institution agrees that it will maintain such reasonable and appropriate public or general liability insurance policies to support its operational risks, including those risks assumed under this

agreement, throughout the entire term of this agreement.

24 RELATIONSHIP OF THE PARTIES

This Agreement shall not be construed to create a relationship of partners, brokers, employees, servants or agents as between the parties. The parties to this Agreement are acting as independent contractors. With respect to employee compensation for services provided in connection with this Agreement, each party shall indemnify the other for their own employees' withholding taxes, workers' compensation, and other employment-related taxes.

25 USE OF INSTITUTIONS' NAME; ADVERTISING AND PUBLICITY

Neither party shall use the other institution's name, or any name that is likely to suggest that it is related to the other institution, in any advertising, promotion or sales literature without first obtaining the written consent of the other institution.

26 WAIVER

A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of this Agreement.

27 NOTICES

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To Loyola:

To University of Amsterdam:
International Student Affairs, attn.
Valckeniersstraat 59
1018 XE Amsterdam, The Netherlands

5.1, lid 2, e

13.0 RENEWAL, AMENDMENT, AND TERMINATION

- 13.1 Amendments to this Agreement may be made at any time by written correspondence, and only when agreed upon by both universities. Any amendments shall be added to the terms as appendices.
- 13.2 Either university may terminate this agreement by giving the other party no less than six (6) months advance written notice. Any students who have enrolled for study before the date of termination shall not be affected by the termination of the agreement.
- 13.3 The two universities shall carry out a review of the agreement six (6) months prior to its expiration to decide whether to renew the agreement.

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

Loyola University New Orleans

5.1, lid 2, e

Provost

Date:

9-1-16

5.1, lid 2, i

AMSTERDAM

Prof. r. Geert ten Dam
President

Date:

- 9 SEP. 2016

Student Exchange Agreement
Between
University of Amsterdam
and Loyola University New Orleans

The purpose of this Agreement is to establish an affiliation between University of Amsterdam and Loyola University New Orleans for the purpose of a university-wide student exchange agreement.

PARTICIPATING PARTIES

- I. University of Amsterdam ("UvA")
- II. Loyola University New Orleans ("Loyola")

THE PARTIES AGREE AS FOLLOWS:

1. Definitions

1.1. The following definitions are used in this Agreement:

"**Agreement**" means this Agreement for the Exchange of Students;

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

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

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

"**Parties**" means Universities;

"**Candidates**" means registered students at the Home or Host University

2. Term, review and termination of the Agreement

- 2.1. This Agreement, to enter into a university-wide exchange agreement, shall begin as of the date of final signature and continue for a period of **five (5)** years, unless otherwise terminated pursuant to this Agreement. The term of this Agreement may be extended by mutual written Agreement of the parties.
- 2.2. The parties will review the terms of the Agreement annually to assess the success of the Exchange, and will determine whether to continue, modify or discontinue this

Agreement.

- 2.3 Either party may terminate this Agreement by giving **six (6)** months' prior written notice to the other party, although such action will only be taken after mutual consultation in order to avoid any possible inconvenience to all concerned. Regardless of termination both parties shall continue to perform their respective obligations during the termination notice period and, after the effective termination date, shall perform those obligations incurred prior to receipt of the notice of termination, in order that all students who have commenced the programme may complete the term in session at the time of termination or work that is in progress at the time of termination.

- 2.4 Upon expiration or termination of this Agreement, each institution shall (i) cease all use of the other institution's name and logo, (ii) cease all promotion of this student exchange programme, and (iii) remove any promotional materials, website links, logos or banners from its website. With the exception of the obligations listed above, the parties shall have no further obligations to each other.

3. *Number of Exchange students*

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

4 *Selection, admission and registration*

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

the Host-University. Candidates will be enrolled as full time, non-degree students at the Host-University, for a period not exceeding twelve months.

- 4.4. Candidates must satisfy admission requirements for special student status of the Host-University.
- 4.5. Candidates are non-degree students at the Host-University and cannot become degree students without applying successfully for admission. Participation in the Exchange will not attract preferential status for admission.
- 4.6. To participate in the Exchange candidates must meet the Host-University exchange student enrolment and admission criteria, including academic standing and language proficiency. Details of the criteria will be available in the annual Host University fact sheet and/or website prior to application.
- 4.7. Each university will appoint an individual to act as the coordinator for the Exchange.
- 4.8. The Home-University will forward the profiles of its candidates to the Host-University according the Host-University nomination deadline of the application year.
- 4.9. The Host-University will notify the successful candidates of their provisional acceptance to the Host-University approximately two months prior to the start of the semester, subject to confirmation of satisfactory examination results. Without prejudice to article 4.2 of this Agreement, the Host-University will have the right of refusal of any candidate who may appear to be unacceptable for the Exchange.
- 4.10. Candidates from Home-University will be free to choose courses from the full range of courses available in the programme to which they have been admitted at the Host-University, provided that the students satisfy the individual course prerequisites, and on the understanding that additional selection procedures may be required for courses with limited enrolment. Fulfilling the requirements for a course does not guarantee placement in a course as most courses have a maximum participation limit.

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

Art, Design, Film and/or Music students coming to Loyola must submit a portfolio or audition. Admission to these courses will be dependent on approval by the College of Music and Media.

- 4.11. Candidates will be guaranteed credit at their Home-university for courses taken at the Host-University, provided that their studies have received prior written approval by the appropriate authorities at the Home-University, and provided that courses are successfully completed with a minimum grade acceptable to their division at the Home-University.

- 4.12. Transcripts of results from the Host-University will be provided to the Home-University as soon as possible after the completion of an exchange.
- 4.13. Each university will do its utmost to make available university accommodation for the Exchange students.
- 4.14. Candidates shall be responsible for maintaining adequate medical and health insurance coverage (including emergency medical evacuation and repatriation), life insurance, and accidental death and dismemberment insurance to the satisfaction of the Host-University. Upon request, Candidates will be required to provide proof of such insurance to their Host-University.
- 4.15. Parties acknowledge that the exchange of students from one university to another shall be subject to the entry and visa regulations of the United States and the Netherlands, and shall comply with the regulations and policies of Loyola and UvA.

5. *Fees and costs*

- 5.1. The candidates will pay the tuition and compulsory incidental fees (or any other fees) for the respective programme at the Home-University prior to departure for the Host-University.
The candidates will remain registered at their Home-University throughout their participation in the Exchange. The candidates will not pay tuition at the Host University.
- 5.2. Housing fees, orientation programmes fees and visa fees will be charged by the Host-University or third parties (such as the government) and are not refundable.
- 5.3. Without prejudice to the fees mentioned in article 5.2, the candidates will not be required to pay tuition and compulsory incidental fees on arrival at the Host-University, but may elect to pay non-compulsory incidental fees.
- 5.4. Exchange students shall be responsible for all personal expenses, including but not limited to transportation, accommodation, meals, books, immigration, health insurance and entertainment.

6. *Data protection*

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

(GDPR, Student Mobility Agreement) and Appendix B (Standard Contractual Clauses) of this Agreement.

7. *Liability and insurance parties*

- 7.1. The liability of each university is limited to the amount paid by the insurance company except in the case of gross guilt and/or serious negligence.
- 7.2. To the maximum extent permitted by law, in no event will either university be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, and regardless of whether a university was advised or had reason to know of the possibility of incurring such damages in advance, except in the case of gross guilt and/or serious negligence.
- 7.3. Each university shall, at its own cost, purchase and maintain a minimum of an equivalent of **two (2)** million euros or two (2) million dollars depending on the domiciled currency of the participating party for 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..
- 7.4. In case of a natural or man-made disaster the parties will help each other to take all the necessary, reasonable and fair measures for the students.

8. *Dispute Resolution*

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

9. *Force Majeur*

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

telecommunications or hosting facility.

10. *Independent parties*

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

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

Loyola University New Orleans

5.1, lid 2, e

Dr. _____
Provost and Senior Vice President of
Academic Affairs

Date: 04.08.2022

University of Amsterdam

5.1, lid 2, i

Prof. Dr. Geert ten Dam
President

Date: 19 April 2022

Appendix A. GDPR **Student Exchange Agreement between** **University of Amsterdam – Loyola University New Orleans**

1. *Parties Loyola University New Orleans ('Loyola') 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 include but may not be limited 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, unless specifically necessary in accordance to this Agreement, or unless ordered to do so by a court of competent jurisdiction.*
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 the Host-University is affected by an incident involving Personal Data (an actual or suspected data breach), the Host-University must immediately inform the Home-*

University and provide the necessary explanation and background. The Host-University is responsible for reporting the data breach to the relevant authorities and the parties involved, as required by law. Any reporting required under the GDPR legislation will be done in consultation with the UvA's Data Protection Official 5.1, lid 2, e. In this regard, both parties declare in advance that they will provide full and unconditional cooperation and will, at the the other party's first request, submit any information or supplementary details.

STANDARD CONTRACTUAL CLAUSES

Controller to Controller

SECTION I

Clause 1

Purpose and scope

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

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.



- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

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

Clause 3

Third-party beneficiaries

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

Clause 4

Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms

shall have the same meaning as in that Regulation.

- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

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

Clause 6

Description of the transfer(s)

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

Clause 7 – Optional

Docking clause

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

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

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

8.1 Purpose limitation

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

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

8.2 Transparency

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

8.3 Accuracy and data minimisation

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

- (b) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.
- (c) The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

8.4 Storage limitation

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

8.5 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the personal data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter 'personal data breach'). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the 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

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.

13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.

- (f) In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data exporter, together with the information referred to in paragraph (e), points ii) to iv), unless the data importer has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case, the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.
- (g) The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

8.6 Sensitive data

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

8.7 Onward transfers

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

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.

importer may only take place if:

- (i) it is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question;
- (iii) the third party enters into a binding instrument with the data importer ensuring the same level of data protection as under these Clauses, and the data importer provides a copy of these safeguards to the data exporter;
- (iv) it is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;
- (v) it is necessary in order to protect the vital interests of the data subject or of another natural person; or
- (vi) where none of the other conditions apply, the data importer has obtained the explicit consent of the data subject for an onward transfer in a specific situation, after having informed him/her of its purpose(s), the identity of the recipient and the possible risks of such transfer to him/her due to the lack of 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 lays down suitable measures to safeguard the data subject's rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:
 - (i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and

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.



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

Clause 11

Redress

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

Clause 12



Liability

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

Clause 13

Supervision

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

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

Clause 14

Local laws and practices affecting compliance with the Clauses

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that

respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
- (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards ⁽⁵⁾;
 - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (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),

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.



including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

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

Clause 15

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

15.1 Notification

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



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

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

15.2 Review of legality and data minimisation

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

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

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

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

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

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

Clause 17

Governing law

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

Clause 18

Choice of forum and jurisdiction

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.



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

APPENDIX

EXPLANATORY NOTE:

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



ANNEX I

A. LIST OF PARTIES

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

Name: University of Amsterdam

Address: Spui 21 (1012 WX), Amsterdam

Contact person's name, position and contact details: 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: 19 April 2022

Role (controller/processor): Controller

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

Name: Loyola University of New Orleans

Address: 5.1, lid 2, i

Contact person's name, position and contact details: 5.1, lid 2, e Director, Center for International Education, 5.1, lid 2, i

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

Signature and date: 5.1, lid 2, e

April 12, 2022

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:

Exchange students.

Categories of personal data transferred:

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

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

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

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

A one-off or continuous basis.

Nature of the processing:

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

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

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

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

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.

- Measures for the protection of data during transmission; encrypt sensitive data prior to moving and/or use encrypted connections.
- Measures for the protection of data during storage; student data and files will be saved by approved encrypted storage systems.
- Measures for ensuring limited data retention; student data is retained for a maximum of 5 years.



UNIVERSITY OF AMSTERDAM



PREAMBLE
MEMORANDUM OF UNDERSTANDING
BETWEEN
LOYOLA UNIVERSITY NEW ORLEANS, USA
AND
UNIVERSITY OF AMSTERDAM, THE NETHERLANDS

Considering the academic common interests of our two universities;

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

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

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

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

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



UNIVERSITY OF AMSTERDAM



**MEMORANDUM OF UNDERSTANDING
BETWEEN
Loyola University New Orleans ("Loyola")
AND
UNIVERSITY OF AMSTERDAM ("UVA")**

1. In this Memorandum of Understanding (hereafter: MoU) UvA and Loyola hereby express their mutual wishes to encourage academic co-operation through research and study as stipulated below:
 - 1.1. To encourage exchanges by students and faculty from one university to the other for the purpose of engaging in research and education;
 - 1.2. To facilitate the admission of qualified students from one university to the other for the purpose of enrolling in undergraduate and graduate programmes, and in the case of advanced graduate students, participating in research;
 - 1.3. To foster the exchange of academic publications and scholarly information;
 - 1.4. To promote other academic activities which enhance the above mentioned goals
2. This MoU is a non-binding expression of the intent of the parties. Specific details of any activity must be set forth in an Agreement which, upon signing, shall become binding on the parties.
3. Both universities acknowledge that the visit by faculty and students from one university to another shall be subject to the entry and visa regulations of the United States and the Netherlands, and shall comply with the regulations and policies of Loyola and UvA.
4. Both universities agree that in principle all expenses, including research materials, international and domestic travel, accommodation, per diem, honoraria and all other costs, shall be the responsibility of the home university or the visiting faculty/student.
5. Later agreement(s) may stipulate otherwise. However, each university will do its utmost to make available university accommodation to visiting faculty and students.
6. Renewal, Amendment and Termination
 - 6.1. This MoU shall be effective for an initial period of **five (5)** years from this date. Thereafter, this MoU may be extended for any period of time as deemed appropriate by both parties, subject to their mutual consent and any such extension to be made in writing and signed by their authorised signatories;
 - 6.2. Either party may amend this MoU at any time, provided it is with the prior written consent signed by their authorised signatories of both parties;
 - 6.3. Either party may terminate this MoU at any time by giving **six (6)** months' notice to the other party in writing.



UNIVERSITY OF AMSTERDAM



Loyola University New Orleans

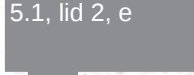
5.1, lid 2, e

Dr. 
Provost and Senior Vice President of
Academic Affairs

Date: 04.08.2022

University of Amsterdam

5.1, lid 2, e

Prof.  Geert ten Dam
President

Date: 19 April 2022

cov1060



**Student Exchange Agreement
Between
New York University School of Law
and
Universiteit van Amsterdam Faculty of Law**

To enhance the legal education of students at New York University School of Law and the Universiteit van Amsterdam Faculty of Law (Amsterdam Law School) and to facilitate further collaboration in teaching and research, NYU Law School and the Amsterdam Law School agree to establish the following reciprocal student exchange program:

Exchange of Students

1. Each year during the term of this Agreement, each institution may send up to four law students per academic year to be enrolled at the other institution for a maximum period of one academic semester. It is understood that a balance in numbers of students exchanged shall be sought over a three-year period.
2. Students from either law school may commence study in the first or second semester of each academic year.

Eligibility and Selection of Exchange Students

3. The program is open to students of the Amsterdam Law School who are enrolled in the final two years of the LL.B. program. Of the four places allocated, Amsterdam Law School may also select up to two students from the Legal Research Masters of Laws or the Ph.D. programs to study for a maximum of one semester at NYU. This program is open to students of NYU who have completed one year of the J.D. curriculum at NYU.
4. Participating students will be selected by the home law school generally on the basis of academic merit including ability to speak, comprehend, and write in the language of instruction of the host institution, and the students' academic and career objectives.
5. Students coming to NYU must take the TOEFL and have achieved a total score of at least 600 with minimum scores of 60 in each of the three sections. Students who take the computer-based TOEFL must achieve a minimum total score of at least 250 and minimum scores of 25 on each of the subsections. Students taking the internet-based TOEFL are required to achieve a minimum total score of at least 100, a minimum score

of 26 on the Reading and Listening subsections, and a minimum score of 22 on the Writing subsection.

6. It is understood that the host law school reserves the right to reject any candidate, in which case, the home law school may nominate additional candidates for consideration.
7. Participating students under the terms of this agreement shall be enrolled as non-degree students at the host institution with course credits to be transferred back to the home institution. Credits earned at the host institution during the exchange cannot be applied toward a degree at the host institution.
8. Applications for both institutions must be submitted by April 15 for the semester beginning in August and by October 15 for the semester beginning in January.

Fees/Finances

9. The law schools agree that any incidental fees assessed against participating students under this agreement shall not be greater than those normally paid by the students of the host law school.
10. Neither law school shall make any charge for tuition, application or administrative purposes under this agreement.
11. Participating students shall pay normal fees at their home institution.

Responsibilities of Host Institution

12. The host institution shall provide all necessary documentation to enable participating students to obtain student visas for their visit, as well as relevant information on the host institution and host country. Such information shall include an estimate of living expenses; a description of any medical or insurance documentation (e.g. proof of inoculation, liability or health insurance, etc.) required by the host institution of its foreign students; and logistical and practical information relating to the students' arrival and orientation at the host institution.
13. Transcripts of results will be provided by the host institution to the home institution as soon as possible after the completion of the exchange.
14. Students participating under the terms of the exchange agreement shall be entitled to participate in any introductory or orientation courses or programs that may customarily be arranged for foreign students at the host institution. Students coming from the Amsterdam Law School in the fall semester are encouraged to enrol in *Introduction to US Law*, a two-credit course designed specifically for law students from other countries.
15. The host institution shall designate one individual to fulfil the responsibilities of liaison officer to facilitate student exchanges under the terms of this Agreement. The liaison officers will provide all relevant information about the courses offered at their respective

institutions as soon as such information is available. Such information shall include a description of law courses; a timetable; the unit/credit weight for each course; and information regarding any special language requirements. In addition, NYU students must have a faculty advisor at the Amsterdam Law School to supervise their course of study as stipulated in the American Bar Association criteria for foreign study abroad.

16. Each institution shall make every reasonable effort to assist students participating under the terms of this Agreement in finding suitable accommodations. The cost of housing shall be borne by the students as individuals.

Responsibilities of the Exchange Student

17. Each student will be responsible for arranging the necessary visa to enter and study in the host country.
18. Each student will be responsible for the cost of their visa, accommodation, international travel, travel in the host country, books, equipment, consumables, hospitalization, health insurance, and other incidental expenses arising out of the exchange. No exchange of funds between the two institutions will occur.
19. All Amsterdam Law School students participating in the exchange program will be required to provide proof of full health insurance coverage comparable to that required at NYU. Similarly, all NYU students will be responsible for their own health insurance which must be comparable to that required at NYU while at the Amsterdam Law School.
20. Students participating under this Agreement shall pursue an academic program developed in consultation with the student's home institution. The students must write exams and other forms of evaluation normally required of students registered in a course at the host institution.
21. Students participating under the terms of this Agreement shall be subject to the rules and regulations of the host institution. They will also have the rights and privileges normally enjoyed by students at the host institution.

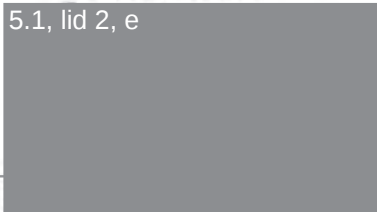
Coursework and Examinations

22. Students coming from the Amsterdam Law School are required to participate in the NYU course selection process by which upper-class course slots are allocated. They will not be permitted to enrol in first year J.D. courses. Students coming from NYU may register for courses offered only in the LL.M. curriculum at the Amsterdam Law School and, with permission, for post-graduate level courses.
23. Students coming from the Amsterdam Law School are required to take the equivalent of a full-time course load while at NYU and must satisfy all requirements concerning the student visa, including the number of course credits. They may not take more than fourteen (14) credit hours at NYU. Students coming from NYU are required to take the equivalent of a full-time course load while at the Amsterdam Law School, not to exceed 30 European credits. The maximum number of credits transferred to NYU will not exceed twelve (12).
24. Enrolled students shall complete all course work and examinations during their stay at the host institution. In extremely extenuating circumstances, examinations may be taken in absentia. The parties agree they will work collaboratively to ensure exam integrity is preserved.
25. For courses with special language requirements, students must have suitable levels of language ability for the study of such courses at the host institution.

Terms of Agreement and Amendment

26. Both institutions may at any time review this Agreement and the actions taken under it and may by mutual agreement make modifications to it. Where the rules governing an institution require any changes to be approved by the relevant authorities of the university, such changes must be submitted to the relevant authorities and the changes shall not take effect until approval is obtained by the relevant authorities.
27. The agreement will commence on September 1, 2008 and continue thereafter subject to revision or modification by mutual agreement. Either law school may, by written notice of no fewer than six (6) months, terminate this agreement. Any students who have begun work at either law school by the date of termination may complete their courses of study. The law schools will confer concerning the renewal of this agreement prior to its expiration.

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New York University School of Law

Date:

5.1, lid 2, e



Amsterdam Law School Faculty of Law

Date: 19 March 2008

Student Exchange Agreement

Between

University of Amsterdam

and New York University

The purpose of this Agreement is to establish an affiliation between University of Amsterdam and New York University for the purpose of an undergraduate student exchange agreement.

PARTICIPATING PARTIES

- I. University of Amsterdam (“UvA”)
- II. New York University (“NYU”)

THE PARTIES AGREE AS FOLLOWS:

1. Definitions

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

“**Agreement**” means this Agreement for the Exchange of Undergraduate Students;
“**Exchange**” means the exchange of undergraduate students between the parties pursuant to this Agreement;
“**Home-University**” means, in respect of a specific Exchange candidate, the party providing the Exchange candidate;
“**Host-University**” means, in respect of a specific Exchange candidate, the party accepting the Exchange candidate;
“**Parties**” means Universities;
“**Candidates**” means registered students at the Home or Host-University

2. Term, review and termination of the Agreement

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

- 2.2. The parties will review the terms of the Agreement annually to assess the success of the Exchange, and will determine whether to continue, modify or discontinue this Agreement.
- 2.3. Either party may terminate this Agreement by giving **six (6)** months' prior written notice to the other party, although such action will only be taken after mutual consultation in good faith in order to minimize potential inconvenience to affected parties. Regardless of termination both parties shall continue to perform their respective obligations during the termination notice period and, after the effective termination date, shall perform those obligations incurred prior to receipt of the notice of termination. In order that all students who have been admitted to the programme may complete the term in session at the time of termination or work that is in progress at the time of termination.
- 2.4. A party adversely affected by a material breach of this Agreement by the other party may terminate this Agreement if the breach has not been cured **sixty (60)** calendar days after the non-breaching party gives notice of the breach to the breaching party, *provided* that this Agreement will remain in force (but only to the extent necessary) until such time as all students enrolled in the programme at the time of termination have completed their studies or withdrawn or other arrangements have been made to safeguard the best interests of those students for the remainder of their respective semesters.

3. *Number of Exchange students*

- 3.1. Each university may send up to **four (4)** Candidates for a period of a semester or **two (2)** Candidates for a period of one academic year or a combination of both to participate in the Exchange. The number of Candidates may be increased or decreased subject to the mutual written Agreement and signed by their authorised signatories of the parties. The Exchange aims for a balance in the number of students exchanged over the term of the Agreement. Any imbalance in a given academic year should be corrected within the following **three (3)** years by having the party sending the larger number of students subsequently reduce the number of students that it sends until the balance is restored. No deficit may be carried forward beyond the term of the Agreement.

4. *Selection, admission and registration*

- 4.1. The Candidates will be students who are completing an undergraduate program at their Home-University.
- 4.2. The Candidates will be selected on the basis of merit without regard to race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity, marital status or physical handicap. The Parties will each accept the Candidates selected by the other party if mutually acceptable academic, language proficiency, and/or professional



qualifications and standards are met. All Candidates will be treated in the same non-discriminatory manner in carrying out the provisions of this Agreement, subject to the provisions of the policies and requirements of each of the Parties. Any violation of these principles will be considered grounds for terminating this Agreement.

- 4.3. The Candidates will be selected by their Home-University to participate in the Exchange Programme, and will then be considered for admission as non-degree special students by the Host-University. Candidates will be enrolled as full time, non-degree students at the Host-University, for a period not exceeding the fall and spring terms.
- 4.4. Candidates must satisfy admission requirements for special student status, of the Host-University.
- 4.5. Candidates are non-degree students at the Host-University and cannot become degree students without applying successfully for admission. Participation in the Exchange will not attract preferential status for admission.
- 4.6. To participate in the Exchange Candidates must meet the Host-University exchange student enrolment and admission criteria, including academic standing and language proficiency. Details of this criteria will be available in the annual Host-University fact sheet and/or website prior to application.
- 4.7. Each university will appoint an individual to act as the coordinator for the Exchange.
- 4.8. The Home-University will forward the profiles of its Candidates to the Host-University according the Host-University nomination deadline of the application year.
- 4.9. The Host-University will notify the successful Candidates of their provisional acceptance to the Host-University approximately two months prior to the start of the semester, subject to confirmation of satisfactory examination results. Without prejudice to article 4.2 of this Agreement, the Host-University will have the right of refusal of any candidate who may appear to be unacceptable for the Exchange.
- 4.10. Candidates from Home-University will be free to choose courses from the full range of courses available in the programme to which they have been admitted at the Host-University, provided that the students satisfy the individual course prerequisites, and on the understanding that additional selection procedures may be required for courses with limited enrolment. Fulfilling the requirements for a course does not guarantee placement in a course as most courses have a maximum participation limit.

The following programs are not open to the Exchange being hosted by UvA: Faculty of Dentistry, School of Medicine and graduate courses.

The following undergraduate programmes are open to the Exchange being hosted by NYU:

- College of Arts and Science (CAS)
 - Steinhardt School of Culture, Education, and Human Development (Steinhardt)
 - Silver School of Social Work
 - Tisch School of the Arts
 - Department of Cinema Studies (Fall only)
 - Open Arts Curriculum (Spring only)
 - Gallatin School of Individualized Study
- 4.11. Candidates will be guaranteed credit at their Home-university for courses taken at the Host-University, provided that their studies have received prior approval by the appropriate authorities at the Home-University, and provided that courses are successfully completed with a minimum grade acceptable to their division at the Home-University.
- 4.12. Transcripts of results from the Host-University will be provided to the Home-University as soon as possible after the completion of an exchange.
- 4.13. Each university will make a good faith effort to make available university accommodation for the Exchange students.
- 4.14. Candidates are required to purchase health insurance from the Host-University or maintain adequate medical and health insurance coverage (including emergency medical evacuation and repatriation) to the satisfaction of the Host-University. Upon request, Candidates will be required to provide proof of such insurance to their Host-University.
- 4.15. Parties acknowledge that the exchange of students from one university to another shall be subject to the entry and visa regulations of the United States and the Netherlands, and shall comply with the regulations and policies of NYU and UvA.

5. *Fees and costs*

- 5.1. The Candidates will pay the tuition and compulsory incidental fees (or any other fees) for the respective program at the Home-University prior to departure for the Host-University. The Candidates will remain registered at their Home-University throughout their participation in the Exchange. The Candidates will not pay tuition or mandatory registration fees at the Host-University.
- 5.2. Housing fees, orientation programmes fees and visa fees charged by the Host-University or third Parties (such as the government) are the responsibility of the Candidates and are not refundable.

- 5.3. Without prejudice to the fees mentioned in article 5.2, the Candidates will not be required to pay tuition and compulsory incidental fees on arrival at the Host-University, but may elect to pay non-compulsory incidental fees, such as individual course fees.
- 5.4. Exchange students shall be responsible for all personal expenses, including but not limited to transportation, accommodation, meals, books, immigration, health insurance and entertainment.

6. *Data protection*

- 6.1. Candidates will be subject to the relevant rules, regulations and procedures of the Host-University. Candidates must comply with national requirements of the Host-University. Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. NYU and UvA may be subject to various privacy, freedom of information and public records laws. Both Parties agree that they will co-operate and provide all necessary assistance within the legal limits of each country in order to comply with these legal obligations. For this matter Parties agree on the content in appendix A (Standard Contractual Clauses) of this Agreement.
- 6.2. The Parties acknowledge that, to the extent they provide information from education records of their respective students to the other party or otherwise obtain access to information from education records of students as a result of this Agreement, they are subject to and will fully comply with the privacy regulations outlined in the U.S. Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99, ("FERPA") for the handling of personally identifiable student information from education records. NYU's FERPA policies may be found at <http://www.nyu.edu/apr/ferpa.htm>.

7. *Liability and insurance Parties*

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



- 7.3. Each university shall, at its own cost, purchase and maintain a minimum of an equivalent of **two (2)** million euros general liability insurance (responsive to world-wide claims) 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.

8. Dispute Resolution

- 8.1. If a dispute arises between the Parties relating to or arising under this agreement, the Parties must use its best efforts in good faith to resolve the dispute expeditiously. If there is a dispute between the Parties arising out of, or in connection with, this Agreement, including any question regarding its existence, validity or termination (a "Dispute"), then either Party may give the other Party a written notice setting forth the full details of the Dispute. Authorized representatives of the Parties will meet in person or via teleconference as may be agreed upon by the Parties to discuss and attempt to resolve the Dispute. Each party irrevocably submits to the jurisdiction of the courts of the country in which the defendant party is located.

9. Force Majeure

- 9.1. The Parties acknowledge and agree that obligations under this Agreement may be delayed or prevented due to an event beyond the reasonable control and without the fault or negligence of any of the Parties (a "Force Majeure Event"). For an event to qualify as a Force Majeure Event, an affected party could not reasonably have avoided it or its effects by the exercise of reasonable diligence prior to the occurrence of the event. Force Majeure Events may include (without limitation) any natural disaster, war or public enemy, any act of government or any agency thereof, any fire, flood, explosion, power outage, equipment or transmission failure, earthquake, or other catastrophe, any epidemic or quarantine restriction, any rioting or revolution, any act of sabotage, piracy or terrorism, or any strike, lockout or other work stoppage, slowdown or dispute. A party affected by a Force Majeure Event will employ reasonable efforts to (a) advise the other party if it is unable to perform and the expected duration of such inability, (b) mitigate disruption and cost to the other party due to such inability, and (c) resume performance as soon as possible.

10. Independent Parties

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



11. *Publicity*

- 11.1. Neither party will use the name, trade name, trademark or any other designation of the other party, any school, college, division, department or other unit thereof, or any employee of such party, or any contraction, abbreviation, adaptation or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose without such party's prior written consent, *provided* that the Parties may use such designations on internal websites and in materials distributed internally to advertise or provide information about the programme.

12. *Miscellaneous*

- 12.1 The Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement and supersedes all prior terms, conditions, agreements and undertakings, both written and oral, between the Parties with respect to the matters contained herein. No waiver of any term or condition of this Agreement will be construed as a continuing waiver of that term or condition or a waiver of any other term or condition of the Agreement. If any provision of this Agreement is determined to be invalid, void, illegal or unenforceable in any respect, the remaining provisions hereof will continue in full force and effect; and the invalidity of a particular provision in a particular jurisdiction will not invalidate such provision in any other jurisdiction. This Agreement is not for the benefit of any third party. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement. The headings used herein are for convenience of reference only, are not part of this Agreement and will not affect the construction of, or be taken into consideration in interpreting, this Agreement. This agreement will be signed and valid in English only.

[Signature page follows.]

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

New York University

5.1, lid 2, e

Title: Vice President for Global Programs

Date:

12/13/22

University of Amsterdam

5.1, lid 2, e

Title: President

Date: 20 December 2022

- **Appendix A: Standard Contractual Clauses**

STANDARD CONTRACTUAL CLAUSES

Controller to Controller

SECTION I

Clause 1

Purpose and scope

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

Clause 2

Effect and invariability of the Clauses

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.