



UNIVERSITY OF AMSTERDAM



the courts of the country in which the defendant Party is located.

12 FORCE MAJEURE

- 12.1 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, pandemics, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labour problems, computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility.

13 INDEPENDENT PARTIES

- 13.1 Parties are independent parties. Nothing contained in this Agreement shall be deemed or construed 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:

NORTHEASTERN UNIVERSITY

5.1, lid 2, e

Educational Innovation

Date: 6/1/2023

Chancellor

UNIVERSITY OF AMSTERDAM

5.1, lid 2, e

President

Date: 29 May 2023

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

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.

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

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.



Clauses, under the appropriate Module. Otherwise, an onward transfer by the data importer may only take place if:

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

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.

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

Clause 11

Redress

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



his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

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

Clause 13

Supervision

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

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

Clause 14

Local laws and practices affecting compliance with the Clauses

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

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.

Clauses.

- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

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

15.1 Notification

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the 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



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**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.



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ANNEX

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 annexes for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one annex. However, where necessary to ensure sufficient clarity, a separate annex 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: 5.1, lid 2, e

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: 29 May

Role (controller/processor):

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

Name: Northeastern University

Address: 360 Huntington Ave., Boston, MA 02115 USA

Contact person's name, position and contact details: 5.1, lid 2, e

5.1, lid 2, e Office, 360 Huntington Avenue 175 Richards Hall Boston, MA 02115.

Person with responsibility for data protection: 5.1, lid 2, e

5.1, lid 2, e

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

Signature and date: _____ 6/1/2023

Role (controller/processor):



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 or until the data is no longer needed for reporting or other regulatory requirements.

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.

UvA's Measures:

5.1, lid 2, h





UNIVERSITY OF AMSTERDAM



5.1, lid 2, h



UNIVERSITY OF AMSTERDAM



Northeastern University

Global Experience

5.1, lid 2, h



Attachments: [2024_UvA_Final.pdf](#)

Van: 5.1, lid 2, e >

Verzonden: maandag 16 december 2024 18:11

Aan: Secretariaat CvB UvA 5.1, lid 2, i

CC: 5.1, lid 2, e ; 5.1, lid 2, e 5.1, lid 2, e
<5.1, lid 2, e >

Onderwerp: FW: NU Exchange Termination

Dear President 5.1, lid 2, e ,

I am writing at the request of 5.1, lid 2, e Manager of Global Partnerships, to advise that we are unfortunately unable to continue our bilateral exchange agreement with the University of Amsterdam due to severe capacity issues here on Northeastern University's Boston campus, as referenced in the attached notification.

This decision has no bearing on the value of our partnership with UvA, but rather the level of quality experience we can deliver to your students at this time given current restrictions on course availability and housing. We do hope that in future years our capacity will increase, and that this partnership can be revisited. Please be assured there will be no disruption to the support or services provided to the UvA student coming to Boston next month for the Spring 2025 term.

Finally, we will gladly sign a new agreement regarding general collaboration with UvA to cover research, co-op, customized programs, and other such activities. If you would like to move forward with this, please let us know and we will send over a draft MOU.

Thank you for your understanding, and my best regards for this holiday season,
5.1, lid 2, e

5.1, lid 2, e

Northeastern University | Global Experience Office
Stearns Center | 360 Huntington Avenue | Boston, MA 02115
5.1, lid 2, e

From: 5.1, lid 2, e >

Sent: Monday, December 9, 2024 5:00 PM

To: 5.1, lid 2, i

Cc: 5.1, lid 2, e 5.1, lid 2, e >

Subject: NU Exchange Termination

Dear 5.1, lid 2, e

Greetings from Boston. I hope this email finds you well.

Please accept the attached letter as official notification of Northeastern University's termination of our exchange agreement.

Unfortunately, after a thorough and very challenging review, we have come to the conclusion that we must downsize our exchange program due to severe capacity issues here in Boston. We would welcome the opportunity to sign a new agreement in regard to general collaboration between our two institutions, however.

Thank you for your time and attention, and please do not hesitate to reach out at any time in the future.

Best regards,

5.1, lid 2, e

5.1, lid 2, e

Northeastern University | Global Experience Office

Stearns Center | 360 Huntington Ave | Boston, MA 02115

5.1, lid 2, i

5.1, lid 2, i

[Schedule an appointment with a Study Abroad Advisor](#)

For Other GEO Resources & Social Media: [Visit our LinkTr.ee](#)



Northeastern University

December 9, 2024

5.1, lid 2, e

University of Amsterdam
Postbus 15832
1001 NH Amsterdam
Netherlands

Re: Notice of Termination of Exchange Partnership

Dear 5.1, lid 2, e

We are writing regarding the Memorandum of Understanding (the “Agreement”) entered into between University of Amsterdam (“UvA”) and Northeastern University (“Northeastern”) as of 01 June 2023.

Northeastern is undergoing a thorough review of our approved portfolio of exchange opportunities and has come to the conclusion that we are unfortunately no longer able to support inbound students from UvA given a variety of capacity factors in Boston. Pursuant to Point 8.1 of the Agreement, Northeastern hereby provides written notice that it is exercising its right to terminate the current Agreement. In accordance with this section Northeastern is giving advance 180 days’ notice as required. In the meantime, Northeastern will cooperate with UvA to settle any outstanding transactions under the Agreement promptly.

Please note this termination is *only* in regard to the exchange agreement, and a new general Agreement to continue our collaboration in research, co-op, customized programs, and/or other activities would be welcome.

According to our records, we have one (1) Northeastern Exchange Student enrolled at University of Amsterdam for the Spring 2025 semester. Therefore, we anticipate being able to formally terminate the exchange agreement upon the conclusion of the Spring 2025 semester.

If you have questions, please do not hesitate to contact us.

5.1, lid 2, e

5.1, lid 2, e



Northeastern

Cov 466

5.1, lid 2, e

April 11th, 2018

Junior Manager International Student Affairs

University of Amsterdam

Student Services – International Student Affairs

Valckenierstraat 59,

1018 XE Amsterdam

The Netherlands

5.1, lid 2, i

Dear 5.1, lid 2, e

Please find enclosed the Student Exchange Agreement between the University of Amsterdam and Northeastern University. As you can see there are two (2) copies enclosed, if you could please sign and return one of the copies upon approval for our records. The other copy is for you and your records.

Please feel free to contact me should you have any questions or concerns, I look forward to this partnership between our institutions.

Best Regards,

5.1, lid 2, e

Global Experience
Office (GEO)

403 Richards Hall
360 Huntington
Avenue
Boston, MA 02115

617.373.5276
fax 617.373.5702

northeastern.edu/geo

Northeastern University

Global Experience Office | 403 Richards Hall
360 Huntington Avenue | Boston, MA 02115

T: 5.1, lid 2, e F: 5.1, lid 2, e

E: 5.1, lid 2, e



Student Exchange Agreement between

University of Amsterdam

and

Northeastern University

This Student Exchange Agreement (this "Agreement") is made and entered as of the day of
April, 2019 (the "Effective Date") by and between Northeastern University
("Northeastern"), located at 360 Huntington Avenue, Boston, MA, USA, 02115 and the University of Amsterdam
("UvA") located at 1012 WX Amsterdam, Netherlands (UvA and Northeastern are collectively referred to herein as
the "Parties").

RECITALS:

WHEREAS, the Parties desire to establish certain exchange programs beneficial to the respective educational institutions and to promote study, research, and training activities for students at the respective institutions; and

WHEREAS, the Parties desire to establish such Exchange Programs (defined below) with each other subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Purpose.

- 1.1 The primary objective of this Agreement is to create a means for cooperative efforts between the Parties to effect the academic exchange of students between the Parties.
- 1.2 This Agreement sets out the agreed conditions and procedures governing the exchange of undergraduate students between the Parties.

2. Definitions.

In addition to the terms defined elsewhere in this Agreement, when used in this Agreement, the following terms shall have the following meanings (such meanings shall be equally applicable to the singular and plural forms of the terms used, as the context requires):

- 2.1 "Exchange Program" shall mean the set of courses, academic and related activities that an Exchange Student participates in at the Host Institution or, as provided herein, in the Host Institution country.
- 2.2 "Exchange Student" shall mean a student who, while remaining enrolled in an academic program at the Home Institution, undertakes study at the Host Institution or, as provided herein, in the Host Institution country, for credit (as applicable) toward the academic program at the Home Institution.
- 2.3 "Full-time" shall mean, (a) with respect to an undergraduate student at Northeastern, enrollment in a minimum of twelve (12) to sixteen (16) credits per semester term and, with respect to an undergraduate student at UvA, enrollment in a minimum of thirty 30 EC per semester.

2.4 "Home Institution" shall mean the college or university institution party to this Agreement that sends its students to the other college or university institution party for purposes of study and, with respect to Exchange Students, the institution at which the student is normally enrolled and from which the student intends to graduate.

2.5 "Host Institution" shall mean the college or university institution party that receives the student(s) from the Home Institution for study purposes.

3. Exchange Liaison Officers.

3.1 The Parties will appoint one person (each an "Exchange Liaison Officer") from their respective institution to carry the prime responsibility for coordinating and managing this Agreement.

3.1.1 As directed by its respective Home Institution, each Exchange Liaison Officer will consult with the other to help ensure this Agreement is advertised at the Host Institution, qualified students are selected for participation in the Exchange Program and an appropriate academic environment of Exchange Students is maintained.

4. Costs and Expenses; Balance of Academic Load.

4.1 For each term/semester spent at the Host Institution, an Exchange Student will undertake a Full-time academic workload in an amount equivalent of a standard Full-time academic workload at the Home Institution. The courses offered through the Host Institution are the primary and ultimate responsibility of the Host Institution which shall make all arrangements necessary for the satisfactory functioning of its Exchange Program.

4.2 The Host Institution shall not charge Exchange Students tuition applicable to the attendance of a student at the Host Institution. Exchange Students shall pay their normal tuition and related compulsory fees to their Home Institution. Exchange Students will incur charges from the Host Institution for non-academic or non-obligatory facilities, services or activities unless explicitly waived by the Host Institution, to the extent provided to Exchange Students. The costs of travel to, and housing, meals, and all other personal costs of the Exchange Student at the Host Institution or participating in the Exchange Program are the responsibility of the Exchange Student.

4.3 The duration of an Exchange Program may not exceed more than one year; nor may it count in excess of one year of standard full-time credit toward the student's degree program at the Home Institution.

4.4 For the purpose of ensuring that there is an equal flow of Exchange Students to each Host Institution, each Exchange Liaison Officer shall work to ensure that the same number of students for the same number of academic terms (or combination thereof) is exchanged by each institution. If an exchange imbalance exists at the end of any given academic year, it shall be resolved promptly by the Parties.

5. Selection of Participants.

5.1 The Home Institution will obtain and review student applications for an Exchange Program to ensure proposed participants in the Exchange Program are academically qualified for the Exchange Program and, as applicable, meet the established admission requirements of the Host Institution. Notwithstanding the foregoing and subject to its admission policies governing students, the Host Institution has the right to review all applications and refuse an application with reasons provided. In addition, the Host Institution reserves the right to exclude students from programs or courses with restricted enrolment provisions and to impose prerequisite conditions on enrolment in particular courses. The Host Institution shall make the final decision as to the acceptance of any student in each case in accordance with the referenced policies and will notify the Home Institution of its decision in writing. The Home Institution will notify its student of the decision of the Host Institution.

5.2 An Exchange Student must have completed at least one year of study at the Home Institution before participating in an Exchange Program.

- 5.3 At least three (3) months before the start of the semester/term in which a student's proposed Exchange Program is due to start, the Home Institution will send the student's application to the Host Institution. The application will include the student's academic record and such other information as required by the Host Institution.

6. Management of Exchange Students.

- 6.1 Exchange Students will be enrolled at the Host Institution as non-award, non-degree seeking students.
- 6.2 Exchange Students must be covered by medical and personal insurance as instructed by the Host Institution.
- 6.3 An Exchange Student will be assigned to a particular faculty member, department or office at the Host Institution for the purpose of obtaining academic advice and for the management of academic progression and examination in individual courses.
- 6.4 The Host Institution shall provide to all Exchange Students a copy of or, if electronic, access to, all applicable rules, regulations and policies of the Host Institution. All Exchange Students shall be required to abide by the same.
- 6.5 Unless other arrangements were made before the Exchange Student was accepted by the Host Institution, each Exchange Student is required to take examinations and/or participate in other forms of assessment for courses/activities at the times they are scheduled.
- 6.6 Promptly following the completion of the Exchange Program, the Host Institution will send to the Home Institution a statement of academic performance for each Exchange Student. This statement will contain the grades or assessments achieved in all courses or activities in which the Exchange Student was enrolled, an explanation of the grading system and an indication of the credit points (or other measure of academic contribution to a degree) attributed to each course or other activity.
- 6.7 Responsibility for deciding the credit to be awarded for the Exchange Program rests with the Home Institution. The credit ultimately awarded may vary from that indicated in the original application. Each Host Institution shall share with the Home Institution all reasonable information requested about the conduct and content of courses and other academic activities to enable the Home Institution to calculate credit accurately and fairly.
- 6.8 Unless the deans of the relevant colleges/schools and the Exchange Liaison Officers agree otherwise, an Exchange Student must return promptly to the Home Institution upon completion of the approved Exchange Program. Any extended stay shall be governed by the terms approved in writing by the Parties.
- 6.9 Each Host Institution shall use commercially reasonable efforts to provide to the Home Institution a notice of all programs, courses of study and/or activities not available under the Exchange Program. Each Home Institution recognizes that the list of unavailable programs, courses of study and activities may change from time to time at the sole discretion of the Host Institution.

7. Duties of the Host Institution.

- 7.1 The Parties agree that, in addition to matters of academic management of Exchange Students outlined above, they will, as Host Institutions, render the following advice and assistance to each potential Exchange Student.
- Supply instructions on procedures for obtaining the appropriate visa, together with any supporting documentation required from the university.
 - Supply information on potentially available accommodations, including but not limited to, Host Institution-sponsored housing, if available, for the duration of the Exchange Program, including contact agents and cost estimates.
 - Supply information on other living costs for students, and the availability and cost of transport in the local area.
 - Supply instruction on any compulsory health or personal insurance, information on other forms of insurance which may be considered even if they are not compulsory and information regarding health records, emergency contacts and related information.

- Supply advice on how to manage transport and initial accommodations on arrival.
- Give the name, university location and contact phone number of a liaison person.

7.2 The information listed above will be transmitted to the students through the Exchange Liaison Officers.

7.3 While the Parties agree to render this assistance, neither Host Institution will, nor be required to, offer financial support to any Exchange Student. In particular, Exchange Students are responsible for all travel and living costs, insurance costs, textbooks costs and other charges and costs arising from non-academic campus activity or from academic activities that are not compulsory under the approved Exchange Program.

8. Miscellaneous

8.1 This Agreement will be effective upon the Effective Date and shall continue for a period of five (5) years, at which time it may be renewed for additional five (5) year periods by written agreement of both Parties. Either party may terminate this Agreement at any time upon 180 days' prior written notice to the other party. No such termination shall adversely affect any Exchange Student participating or schedule to participate in the Exchange Program at the time such notice of termination is provided and any such termination shall be effected in accordance with this Agreement.

8.2 Any and all caption headings are furnished for the convenience and reference of the Parties and do not define, limit, extend or describe the scope of this Agreement or any provision in this Agreement.

8.3 Each party shall comply with all applicable laws, statutes, court decisions, ordinances, codes (including, without limitation, safety codes, licenses, permits, building codes and zoning ordinances or their equivalents) in performing all of its obligations under this Agreement the failure of which would have material adverse effect on the Exchange Students participating in the Exchange Program. Each party hereby represents, warrants and covenants to the other that all academic, residential and other facilities used by Exchange Students and under the control of such party will be in compliance with each of the foregoing during the term of this Agreement.

8.4 Each party shall maintain, at its own cost and expense, general public liability insurance and other insurance in commercially reasonable amounts per occurrence and in the aggregate for personal bodily injury, including without limitation, death, and property damage to cover such party's liability arising out of this Agreement. Evidence of such insurance shall be provided to the other party upon request. In addition, each party shall conduct pre-employment interviews and reference checks in accordance with its HR policies for its staff, and upon request, can provide a written statement confirming these checks have been conducted in relation to those staff members in regular contact with the Exchange Students.

8.5 Neither party hereto shall discriminate against any person in connection with the subject matter hereto on the basis of race, religion, national origin, gender, age, mental or physical disability, marital status or any other basis prohibited by applicable law.

8.6 Each party hereby releases, waives, relinquish and forever discharges the other party and its corporators, trustees, directors, officers, employees, and agents from and against any and all claims, demands, suits, settlements, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of an act or omission of an Exchange Student of the other party or other persons participating in an Exchange Program or relating to this Agreement. Notwithstanding any provision herein to the contrary, neither party assumes any responsibility whatsoever for any property of any Exchange Students or other persons participating in an Exchange Program or relating to this Agreement.

8.7 The status of the Parties shall be that of independent contractors and not that of any employee, agent, joint venturer or other partner. Neither party shall have any power or authority to act on behalf of or bind the other party, either directly or indirectly, in any manner and shall not make any representation otherwise to any person.

8.8 The validity, construction, interpretation and all other matters relating to this Agreement shall be governed by and interpreted in accordance with the laws of the jurisdiction where the defendant in any dispute shall reside, without regard to its conflict of law principles.

- 8.9 The provisions of Sections 2, 4 and 8 shall survive any cancellation or termination of this Agreement. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, then such provision shall be deemed stricken herefrom and the remainder of this Agreement shall remain at all times in full force and effect and such invalid or enforceable provision shall, to the extent legally permitted, be replaced by the valid and enforceable provision that comes closest to the Parties' intent underlying the invalid or unenforceable provision. In the event any casualty or unforeseen occurrence shall render the performance of a party impossible, neither party shall in any cases be held responsible to the other party for any damage caused thereby.
- 8.10 Neither party shall use the name, logo, trademark, or other intellectual property of the other in any advertising, promotion or sales literature with the prior written consent of the other in each instance.
- 8.11 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.
- 8.12 This Agreement represents the complete understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and communications, whether written or oral, of the Parties. This Agreement may not be amended except by a writing signed by the Parties. This Agreement may not be assigned by either party without the prior written consent of the other party and shall be binding upon the heirs, successors and permitted assigns of the Parties. No benefit to any third party is intended hereby.

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

Signed for and on behalf of:

UNIVERSITY OF AMSTERDAM

Prof. 5.1, lid 2, e

NORTHEASTERN UNIVERSITY

5.1, lid 2, e

Date: **- 8 MEI 2018**

Date: 4/10/18



STUDENT EXCHANGE AGREEMENT

BETWEEN

THE UNIVERSITY OF AMSTERDAM

AND NORTHEASTERN UNIVERSITY

The purpose of this Agreement is to continue the established affiliation between University of Amsterdam and Northeastern University for the purpose of a student exchange agreement.

PARTICIPATING PARTIES

- I. University of Amsterdam ("UvA")
- II. Northeastern University ("Northeastern")

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;

"Candidates" means registered students at the Home or Host University, prior to acceptance at the Host University;

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

"Exchange Student" means a Candidate selected and enrolled at the Host University to participate in the Student Exchange Programme;

"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;

"Party" means a Party to this Agreement, Parties has a corresponding meaning;

"Personal Data" means a description of the personal data that are processed in the context of the Agreement.

"Student or Data Subject" refers to a person regarded as a student in accordance with policies, statutes and legislation of the Home University;

"Student Exchange Programme" refers to the reciprocal arrangement set out in this Agreement whereby each Party can send their Students to study at the other Party's University on a fee neutral basis and for credit towards a degree at his/her Home University.



2 SCOPE OF THE STUDENT EXCHANGE PROGRAMME

- 2.1 The principal intention of the Student Exchange Programme is to facilitate the exchange of undergraduate Students between UvA and Northeastern.

3 TERM, REVIEW AND TERMINATION OF THE AGREEMENT

- 3.1 This 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.
- 3.2 The parties will review the terms of the Agreement to assess the success of the Exchange at least **twelve (12)** months prior to the expiration date, and will determine whether to continue, modify or discontinue this Agreement.
- 3.3 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.
- 3.4 Upon expiration or termination of this Agreement, each University shall (i) cease all use of the other University'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.

4 NUMBER OF EXCHANGE STUDENTS

- 4.1 The Parties will attempt to maintain a reasonable balance in the number of Students exchanged during the term of this Agreement as mutually agreed by the Parties.
- 4.2 The Parties will consult annually to decide the number of Students to participate in the Student Exchange Programme.
- 4.3 UvA and Northeastern each agree to accept **two (2)** Exchange Students for a semester from the other University each academic year. This number may be varied by written agreement between the two parties.
- 4.4 Both Parties will review the Student Exchange Programme annually to ensure that a balance is achieved. If the number of exchange students exchanged between Northeastern and UvA is not in balance each academic year, the parties will endeavour to achieve an approximate balance over the period of the Agreement. If either university is unable to send the maximum number of exchange students in any year during the Term of the Agreement, then that University will be eligible to send additional exchange students, equal to the deficit, in the following year during the Term of the Agreement.



5 SELECTION, ADMISSION & REGISTRATION OF CANDIDATES

- 5.1 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.
- 5.2 The Home University will forward the profiles of its Candidates to the Host University according to the Host University nomination deadline of the application year.
- 5.3 The Parties agree that Candidates selected by the Host University to participate in the Student Exchange Programme must:
 - a. Satisfy all language and admission requirements at the Host University as provided in the annual Host University fact sheet and/or website prior to application; and
 - b. Enroll as full time, non-degree status students at a level determined by the Host University, for a period not exceeding twelve months.
- 5.4 The Host University will notify the successful Candidates of their provisional acceptance to the Host University, subject to confirmation of satisfactory examination results.
- 5.5 Candidates cannot become degree students without applying successfully for admission. Participation in the Exchange will not confer preferential status for admission.
- 5.6 Subject to article 4.1 and article 5.1 of this Agreement, the Host University will have the right of refusal of any Candidate who may appear to be unacceptable for the Exchange.
- 5.7 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:
 - a. the Exchange Student satisfy the individual course prerequisites, and;
 - b. on the understanding that additional selection procedures may be required for courses with limited enrolment.
- 5.8 Fulfilling course requirements does not guarantee placement in a course as most courses have a maximum participation limit.
- 5.9 Parties acknowledge that the exchange of students from one university to another shall be subject to the entry and visa regulations of the USA and the Netherlands, and shall comply with the regulations and policies of Northeastern and UvA.

6 RESPONSIBILITIES OF THE HOST & HOME UNIVERSITY

- 6.1 Each Party must appoint an individual to act as the coordinator for the Student Exchange Programme.
- 6.2 The Host University must: