



- a. Provide the Home University with relevant information and documentation in regard to the nomination and application procedure, and inform the Home University about the application status of selected Exchange Students;
- b. Provide necessary information to Exchange Students about the application procedure, in arranging accommodation and visa requirements;
- c. Provide each Exchange Student transcripts of results at the conclusion of their exchange period;
- d. As soon as practicably possible, advise the Home University if an Exchange Student withdraws before or after arrival from the Exchange Programme
- e. Provide facilities and services to Exchange Students as would normally be provided to Students at the Host University.
- f. Enroll accepted Exchange Students as full-time, non-degree Students for the agreed period of exchange;
- g. Waive any tuition fees for Exchange Students;

6.3 The Home Institution must:

- a. Provide nomination details of the Candidates according to instructions given by the Host University
- b. Guarantee Exchange Students credit 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.

7 RESPONSIBILITIES OF EXCHANGE STUDENTS

7.1 The Parties will ensure that Exchange Students are made aware of their responsibilities under the Student Exchange Programme. In order to participate in the Student Exchange Programme, Exchange Students must:

- a. Obtain and comply with the appropriate visa;
- b. Maintain adequate medical and health insurance coverage (including emergency medical evacuation and repatriation) to the satisfaction of the Host University. Upon request, Exchange Students will be required to provide proof of such insurance to their Host University;
- c. Comply with all rules, regulations, statutes, policies and performance standards of the Host University;
- d. Satisfy the study/course requirements in accordance with the standards, regulations, statutes set out by the Host University; and
- e. Return to the Home University after the exchange period at the Host University, unless an extension of stay has been approved by both Parties.

8 FEES & EXPENSES

- 8.1 Exchange Students 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.
- 8.2 Housing fees, orientation programme fees and visa fees will be charged by the Host Institution or third parties (such as the government) and are not refundable.
- 8.3 Without prejudice to the fees mentioned in article 8.2, Exchange Students will not be required to



pay tuition and compulsory incidental fees on arrival at the Host University, but may be required to pay non-compulsory incidental fees in order to receive or participate in non-compulsory services and activities.

- 8.4 Exchange students shall be responsible for all personal expenses, including but not limited to transportation, accommodation, meals, books, immigration, health insurance and entertainment.

9 DATA PROTECTION

- 9.1 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. Northeastern 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.

10 LIABILITY & INSURANCE

- 10.1 The liability of each university is limited to the amount paid by the insurance company except in the case of gross negligence or willful misconduct.
- 10.2 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.
- 10.3 Each university shall, at its own cost, purchase and maintain a minimum of an equivalent of **two (2)** million euros (or the equivalent in US Dollars) general liability insurance throughout the term of this Agreement that covers 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 treated as if such Party had engaged in gross negligence hereunder.
- 10.4 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 protection and safety of the students.

11 DISPUTE RESOLUTION

- 11.1 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



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

Date: 6/1/2023

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



UNIVERSITY OF AMSTERDAM

**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.



UNIVERSITY OF AMSTERDAM



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.



UNIVERSITY OF AMSTERDAM



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, e) 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 202

Role (controller/processor): Cor

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)



UNIVERSITY OF AMSTERDAM



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.

5.1, lid 2, h

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UNIVERSITY OF AMSTERDAM



Northeastern University

Global Experience

5.1, lid 2, h





UNIVERSITY OF AMSTERDAM



Northeastern University

Global Experience

5.1, lid 2, h





SAN FRANCISCO
STATE UNIVERSITY

DIVISION OF INTERNATIONAL EDUCATION

1600 Holloway Avenue
San Francisco, CA 94132

tel: 5.1, lid 2, i

fax: 5.1, lid 2, i

web: <http://oip.sfsu.edu/>

UNIVERSITEIT VAN AMSTERDAM				
AFHANDELING	STJ		DEPONEREN	PARAAF
			DATUM	MA.
ONTVANGEN	20 DEC. 2018			
SOV532				
Vz CvB	RM	Vice Vz	Lid CvB	UvA/Bs
				HvA

December 10, 2018

5.1, lid 2, e

Manager, International Student Affairs
Student Services
University of Amsterdam
Valckenierstraat 59
1018 XE Amsterdam

Dear 5.1, lid 2, e

Enclosed please find two original exchange agreements between University of Amsterdam and San Francisco State University. We would appreciate it if you could forward the documents to President ten Dam for her signature and return one set of the agreement back to us at your earliest convenience.

We look forward to continuing working with you on a successful partnership. If you have any questions, please do not hesitate to contact us.

Sincerely,

5.1, lid 2, e

resident



**AGREEMENT FOR EXCHANGE
BETWEEN
SAN FRANCISCO STATE UNIVERSITY, U.S.A.
AND
UNIVERSITY OF AMSTERDAM, NETHERLANDS**

This Agreement is entered into between the Trustees of the California State University on behalf of San Francisco State University (SF State) and University of Amsterdam (UvA). SF State and UvA are referred to collectively as the Parties.

ARTICLE I: OBJECTIVE OF THE AGREEMENT

The purpose of this Agreement is to establish a mutually-beneficial educational and pedagogical relationship. This Agreement establishes the formal understanding of the scope of operations between the Parties, and for the following activities.

ARTICLE II: SCOPE OF AGREEMENT

This Agreement is subject to the availability of funds of either party. Activities covered by this Agreement may include:

1. The exchange of students from each Party for traditional student exchange programs.
2. The organization of joint seminars and conferences;
3. The hosting of visiting faculty from the other Party;
4. The exchange of academic program materials;

ARTICLE III: GENERAL PROGRAM REQUIREMENTS

Section 1. Definitions.

- a. "Exchange" shall mean a one-for-one exchange of students from each Party;
- b. "Exchange students" shall mean students participating in the exchange implemented herein;
- c. "Home institution" shall mean the Party the student intends to graduate from; and
- d. "Host institution" shall mean the Party that has agreed to receive the exchange students from the home institution.

Section 2. Tuition and fees:

- a. Students attending either Party as exchange students shall register and pay the normal tuition fees to their Home Institution when attending the Host Institution. Students attending either Party as degree seeking students shall pay tuition as determined by the Host Institution.

- b. Exchange programs established under this Agreement shall operate on a reciprocal, no-cost basis. Tuition normally charged to students by their Home Institution shall be paid by students directly to their Home Institution. The Parties shall ensure that no additional tuition costs are charged or collected for Exchange students. Fees for campus services may be charged to the exchange student.

Section 3. Funding Resources. Each Party affirms that its participating students will have the necessary personal funding resources to meet fully their financial obligations as students. Each Party affirms that its participating students shall have health and accident insurance coverage to include costs of emergency evacuation and repatriation.

Exchange students to SF State will provide documentation of financial resources sufficient to meet the standards of the Exchange Visitor Program (J-1 visa). Exchange students from SF State will provide documentation of financial resources as requested by the host institution.

Exchange students are required to present evidence of health insurance valid in accordance with stated CSU regulations or of the host country. Exchange students from SF State will be required to maintain proper health insurance for the duration of their time at UvA to satisfy both UvA and Netherlands' Student Visa regulations. All exchange students to SF State are required to purchase the San Francisco State University recommended medical insurance policy.

Section 4. Housing and travel. Exchange students are responsible to secure their own housing accommodations. All expenses incurred for travel, lodging, and other incidental costs associated with the program (laboratory fees, special activity fees, etc.) shall be borne by each individual participant. Arrangements for other Party-to-Party payments may be negotiated as necessary and must be agreed to in writing by both Parties.

Section 5. Student conduct and academic policy. While at the Host Institution, Exchange students are subject to the student conduct and academic policies of the Host Institution for matters specifically related to their program. All Exchange students must adhere to all course load requirements for student visas under federal and state laws. Exchange students to SF State are required to maintain good academic standing (defined as minimum Grade Point Average of 2.0), and to register in and maintain full-time enrollment (12 units) each term. Failure to comply may lead to the termination of a student's exchange program and the stay in the USA. Both Parties retain sole discretion to dismiss a student from the program at any time for failure to maintain appropriate standards of conduct according to the Host Institution's policies and standards. Students so dismissed will be deregistered from all classes, all tuition and fees will be forfeited in accordance with the Host Institution's policy, and the student so dismissed will be expelled from student housing. Neither Party is responsible for any fees due to the airline, which must be paid by the student or will be charged to the Home Institution if the student does not have the necessary funds. Notice of such dismissal shall be sent to the Dean of Students, or equivalent office, at the student's Home Institution.

Section 6. The Parties will consult and establish the number of students to be exchanged as full-time, non-degree students under the provisions of this Agreement by a date mutually agreed upon each term. The participants under the exchange will be selected on the basis of merit without regard to race, ethnic origin, color, religion, age, sex, sexual orientation marital status or physical handicap. The UvA and SF State 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 student agreement, subject to the provisions of the policies and requirements of each of the institutions. Any violation of these principles will be considered grounds for terminating the student agreement.

Section 7. The Parties retain at all times the ultimate authority over all admission and subsequent academic decisions respective to each. All Exchange students from UvA must have the appropriate level of TOEFL (or alternative IELTS) and other test scores required for the respective program. Exemptions may apply for students primarily educated in English speaking countries or territories.

ARTICLE IV: TERM AND TERMINATION

This Agreement shall be effective upon its mutual signing and remain in effect for a period of five years, and may be amended or extended upon written agreement by both Parties. This Agreement may be cancelled by either Party in writing with 90 calendar days' notice. In the event that the Agreement is not renewed or is terminated in any other way, any related activities in progress shall continue until the current semester in which the termination takes place is completed.

ARTICLE V: INDEMNIFICATION

Section 1. UvA shall defend, indemnify and hold harmless California State University and SF State, and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of UvA, its officers, subcontractors, assignees, appointees, agents, or employees.

Section 2. California State University shall defend, indemnify and hold harmless UvA and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of California State University, its officers, agents, or employees.

ARTICLE VI: REPRESENTATIONS AND WARRANTIES

Section 1. SF State represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

Section 2. UvA represents and warrants that it (1) is an educational entity in good standing in the country of Netherlands and has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

ARTICLE VII: MISCELLANEOUS

Section 1. No Agency. Nothing herein shall be construed to create an agency relationship between the Parties, or any employment relationships between the Parties for any faculty or staff member provided under the exchange program. The Parties are independent contractors and no legal relationship is intended by this Agreement.

Section 2. Compliance with Laws. The Parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder.

Section 3. No Incentive Benefits. Other Party certifies that it has not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of SF State, for the purpose of obtaining, or in connection with, this or any other agreement.

Section 4. Use of Logos and Marks. Neither the Home nor the Host Institution shall use any identifying marks of the other without the express written permission of the other Party.

Section 5. Authoritative Version. The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

Section 6. Severability. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.

Section 7. Whole Agreement and Amendments. This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each Party. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.

Section 8. Force Majeure. Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, impaction or enrollment

restrictions ordered by the California State University, or failure or delay in delivery by suppliers or delays in transportation.

Section 9. Governing Law. The Parties agree that they shall endeavor to settle any dispute relating to this agreement by negotiating with each other in good faith. If the Parties are unable to completely resolve the dispute through negotiation, the Parties agree that any disputes between them shall be governed by the law of, and shall be subject to the non-exclusive jurisdiction of, the country of domicile of the defendant to the action.

Section 10. Privacy. SF State and UvA shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. 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. SF State is, and UvA may be subject to various privacy, freedom of information and public records laws, and SF State and UvA 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.

Section 11. Insurance. Both parties confirm that it is permissibly self-insured for damages, claims or actions in amounts sufficient to support the indemnifications set forth above. Both parties also confirms that its self-insurance shall be primary in connection with all indemnification and/or hold harmless obligations set forth in this agreement.

Section 12. Notices. All notices under this Agreement must be in writing and sent by prepaid airmail and electronic mail as follows:

To UvA:

5.1, lid 2, e

Manager International Student Affairs
Student Services
University of Amsterdam
Valckenierstraat 59
1018 XE Amsterdam
Tel : 5.1, lid 2, e
E-mail : 5.1, lid 2, e

To SF State:

5.1, lid 2, e

Associate Vice President
Division of International Education
San Francisco State University
1600 Holloway Avenue
San Francisco, CA 94132
U.S.A.
Tel: 5.1, lid 2, e
E-mail: 5.1, lid 2, e



SAN FRANCISCO
STATE UNIVERSITY



UNIVERSITY OF AMSTERDAM

ARTICLE VIII: CONCLUSION

INTENDING TO BE LEGALLY BOUND, by signing below, each Party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her Party to all of the terms and conditions of this Agreement.

San Francisco State University

5.1, lid 2, e

[Redacted signature area]

Date: 30 Nov, 2018

5.1, lid 2, e

[Redacted signature area]

Date: 20 DEC. 2018



UNIVERSITY OF AMSTERDAM

SAN FRANCISCO
STATE UNIVERSITY

Student Exchange Agreement Between University of Amsterdam And San Francisco State University

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

PARTICIPATING PARTIES

- I. University of Amsterdam ("UvA")
- II. San Francisco State University ("SF State")

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

3. TERM, REVIEW AND TERMINATION OF THE AGREEMENT

- 3.1 This Agreement shall begin as of the date of final signature and ends 30 August 2024, 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 SF State each agree to accept an agreed upon number of Exchange Students for a semester or for a full year (or a combination of both) from the other University each academic year. This number may be varied by written agreement between the two parties.
- 4.4 The Parties acknowledge that two (2) Exchange Students enrolled at the Host University for a single semester is equivalent to one Exchange Student enrolled for one (1) full academic year.
- 4.5 Both Parties will review the Student Exchange Programme annually to ensure that a balance is achieved. If the number of exchange students exchanged between SF State 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 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 attract preferential status for admission.
- 5.6 Without prejudice to article 4.1 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 United States and the Netherlands, and shall comply with the regulations and policies of SF State 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:
 - a. Provide the Host University with relevant information and documentation in regard the nomination and application procedure, and inform the Host University about the application status of selected Exchange Students;

- b. Provide necessary information to Exchange Students about the application procedure, in arranging accommodation and visa requirements;
 - c. Provide each Exchange Student transcripts of results at the conclusion of their exchange period;
 - d. As soon as practicably possible, advise the Home University if an Exchange Student withdraws before or after arrival from the Exchange Programme
 - e. Provide facilities and services to Exchange Students as would normally be provided to Students at the Host University.
 - f. Enroll accepted Exchange Students as full-time, non-degree Students for the agreed period of exchange;
 - g. Waive any tuition fees for Exchange Students;
- 6.3 The Home Institution must:
- a. Provide nomination details of the Candidates according instructions given by the Home University
 - b. Guarantee Exchange Students credit 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.

7. RESPONSIBILITIES OF EXCHANGE STUDENTS

- 7.1 The Parties will ensure that Exchange Students are made aware of their responsibilities under the Student Exchange Programme. In order to participate in the Student Exchange Programme, Exchange Students must:
- a. Obtain and comply with the appropriate visa;
 - b. Maintain adequate medical and health insurance coverage (including emergency medical evacuation and repatriation) to the satisfaction of the Host University. Upon request, Exchange Students will be required to provide proof of such insurance to their Host University;
 - c. Comply with all rules, regulations, statutes, policies and performance standards of the Host University;
 - d. Satisfy the study/course requirements in accordance with the standards, regulations, statutes set out by the Host University; and
 - e. Return to the Home University after the exchange period at the Host University, unless an extension of stay has been approved by both Parties.

8. FEES & EXPENSES

- 8.1 Exchange Students 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.
- 8.2 Housing fees, orientation programme fees and visa fees will be charged by the UvA or third parties (such as the government) and are not refundable.
- 8.3 Without prejudice to the fees mentioned in article 5.2, Exchange Students 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.

- 8.4 Exchange students shall be responsible for all personal expenses, including but not limited to transportation, accommodation, meals, books, immigration, health insurance and entertainment.

9. DATA PROTECTION

- 9.1 SF State and the UvA provide each other with personal data of the candidates which is necessary for the exchange of the candidates as stated in this Agreement (hereinafter: 'Purpose' and the 'Transfer'). An overview of the personal data can be found in appendix A (hereinafter: 'Personal Data'). The Personal Data may be used exclusively in service of the Purpose. Parties agree that in respect of the Personal Data each party qualifies as an independent data controller.
- 9.2 The provisions of this article replaces all prior proposals, correspondence, commitments or other communications between Parties, in the context of the Personal Data.
- 9.3 Serious efforts have been made to investigate and achieve the possibilities with regard to the transfer of Personal Data to SF State in the United States. UvA concludes that the Transfer could not be based on a provision in Article 45 (adequacy decision), 46 (appropriate safeguards) or on the derogations for a specific situation referred to in the first paragraph of Article 49 sub a – g GDPR.
- 9.4 Therefore, UvA bases the transfer of personal data on the residual category of article 49 GDPR for this academic year 2023/2024. Before the end of this term we will review and renegotiate this article.
- 9.5 The transfer of the Personal Data will take place on the condition that the Transfer is not repetitive, only concerns the limited number of $\leq$ **thirty (30)** data subjects and is necessary for the purposes of compelling legitimate interests pursued by the Parties which are not overridden by the interests or rights and freedoms of the data subject. Both Parties have assessed all the circumstances surrounding the data transfer and have on the basis of that assessment provided suitable safeguards with regard to the protection of the Personal Data, which can be found in appendix B.

10. LIABILITY & INSURANCE

- 10.1 The liability of each university is limited to the amount payed by the insurance company except in the case of gross guilt and/or serious negligence.
- 10.2 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.
- 10.3 Each university shall, at its own cost, purchase and maintain a minimum of an equivalent of **two (2)** million euros general liability insurance throughout the term of this

Agreement to cover its obligations under this Agreement. Such insurance shall be placed with reputable insurers and each party shall provide to the other, upon request, a certificate of insurance evidencing such coverage. Not having an appropriate insurance as mentioned in this article will be considered as a gross guilt and/or serious negligence.

- 10.4 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.

11. DISPUTE RESOLUTION

- 11.1 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.

12. FORCE MAJEUR

- 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 (other than for delay in the payment of money due and payable hereunder) for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, 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 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:

San Francisco State University

5.1, lid 2, e

President

5.1, lid 2, e

Date: 01/05/2023 | 5:06 PM PST

Date: 11/01/2023

Appendix A: Personal Data

Appendix B: List of security measures

Appendix A Personal Data

5.1, lid 2, h



5.1, lid 2, h



Supplemental Letter of Agreement for the Exchange of Students

Between the University of Amsterdam

and Stevens Institute of Technology

The purpose of this Supplemental Letter of Agreement (SLOA) is to establish an affiliation between University of Amsterdam and Stevens Institute of Technology for the purpose of a university-wide student exchange agreement. It is subject to the Memorandum of Understanding dated as of the date hereof between the parties.

PARTICIPATING PARTIES

- I. University of Amsterdam
- II. Stevens Institute of Technology

TERMS OF THE SLOA

- 1. The two parties agree to enter into a university-wide student exchange, commencing in September 2013.
- 2. The participating students will register at the host institution for the full academic year or for a minimum of one academic term.
- 3. Each institution may send up to four (4) students for a period of a semester or two (2) students for a period of one academic year or a combination of both to participate in the exchange. The number of participants may be increased subject to the mutual written agreement of both universities. The exchange program 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 Term 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. The intention is that over a two-year period, an equal number of student semesters will be undertaken in each direction. 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.
- 4. Of the above places, one (1) full year place or two (2) semester places are reserved for students from the Faculty of Economics and Business at the University of Amsterdam and