Student Exchange Agreement

between

University of Navarra, Spain

and

The University of Sydney, Australia

(ABN 15 211 513 464, CRICOS Provider 00026A)

(each an **Institution** and together, the **Institutions**)

OBJECTIVE

The University of Navarra (**Navarra**) and the University of Sydney (**USYD**) agree to the renewal of a university-wide **Student Exchange Program** on the terms set out below to enhance educational and cultural exchange opportunities for students and to promote mutually beneficial academic linkages.

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1.   TERM OF AGREEMENT

1.1   This Agreement commences on the date it is executed by both Institutions, and remains in force for 5 years (**Term**), unless terminated earlier in accordance with clause 18.

1.2   The Institutions agree to discuss renewal of this Agreement at least (6) six months prior to its expiry.

1.3   In the event the Institutions wish to renew this Agreement and the renewal has not been finalised upon expiry of this Agreement, the terms of this Agreement will continue to apply from the time of written confirmation that both Institutions wish to renew until such time as the Institutions have signed a new agreement.

2.   STUDENT EXCHANGE PROGRAM

2.1   During the Term, up to 4 full time equivalent (**FTE**) Students will be accepted by the Host Institution to participate in the Student Exchange Program on an annual basis (equivalent to 8 semester places).

2.2   The principle of reciprocity applies to the final number of FTE Students admitted under this Agreement, with the intention that an even reciprocity is achieved over the term of the Agreement.

2.3   The Institutions agree that any imbalance that has accrued in an earlier exchange agreement will be carried over into this Agreement.

3.   PROGRAM EXPENSES

3.1   Students are exempt from paying tuition fees at the Host Institution. Students will continue to pay normal tuition fees at their Home Institution.

3.2   Students will be responsible for all living, travel, insurance and ancillary costs in connection with the Student Exchange Program.

3.3   Students enrolling in the Student Exchange Program at USYD are required to pay for OSHC.

4.   ELIGIBILITY AND SELECTION

4.1   The Home Institution may propose underngraduate and postgraduate (coursework) applicants who it considers are well suited to undertake a period of study abroad.

4.2   Applicants must meet the Host Institution's international student enrolment and admission criteria, including academic merit and language proficiency.

4.3   Each Institution will provide the other Institution, with all relevant eligibility criteria with sufficient notice, to ensure each Institution can provide such information to its students. Further, each Institution will promptly advise the other Institution of any material changes to the eligibility criteria.

4.4   The Host Institution may reject any applicant who does not satisfy admissions criteria, in which case the Host Institution will provide written reasons for rejecting the applicant. The Home Institution may submit alternative applicants for consideration by the Host Institution.

4.5   Neither Institution will unlawfully reject an applicant on the grounds of gender, race (including colour, descent or nationality), disability, age, sexual preference or orientation, marital status, pregnancy, family or carer's responsibility, social origin, political belief or religious belief.

5.   OFFER

5.1   The Host Institution will confirm an applicant's participation in the Student Exchange Program by providing the applicant with an Unconditional Offer (with confirmation of the same sent to the Home Institution).

6.   USYD ADMISSION PROCEDURES

6.1   Applicants seeking to participate in the Student Exchange Program at USYD must:

(a)   submit an online application to USYD and provide any required supplementary admission documentation;

(b)   following receipt of USYD's Unconditional Offer, formally accept the Unconditional Offer via USYD's Sydney Student online portal. Navarra cannot accept an Unconditional Offer on an applicant's behalf;

(c)   send the appropriate payment for OSHC to USYD;

(d)   obtain the necessary visa and associated travel documentation following receipt of USYD's electronic Confirmation of Enrolment (**eCOE**); and

(e)   on arrival, pay to the relevant Faculty or School, any additional fees associated with their enrolment in a unit of study that involves the use of specific material or resources.

7.   NAVARRA ADMISSION PROCEDURES

7.1   Applicants seeking to participate in the Student Exchange Program at Navarra must:

(a)   complete Navarra's online application form;

(b)   proof of health insurance;

(c)   obtain necessary visa and associated travel documentation;

(d)   submit the learning agreement upon request;

(e)   submit any required supplementary admission documentation; and

(f)   participate in the welcoming session prior to the start of semester

8.   ENROLMENT

8.1   In order to participate in the Student Exchange Program, Students:

(a)   must be admitted and enrolled in full-time, non-award study at their Host Institution;

(b)   may participate in the Student Exchange Program for a maximum period of 1 year;

(c)   are responsible for academic credit arrangements with their Home Institution;

(d)   are entitled to the same rights and privileges (including library resources and student support services) as other enrolled students at the Host Institution;

(e)   must comply with and will be bound by the rules, policies and procedures of the Host Institution, and must complete all relevant assessment (including examinations) in accordance with the rules and policies of the Host Institution; and

(f)   must comply with all relevant visa conditions under the laws of the Host Institution country. The Host Institution will not be liable for deferring, suspending or cancelling a Student's enrolment due to any non-compliance with visa requirements.

8.2 Students will enrol in units of study offered by the Host Institution, subject to availability, for which they meet pre-requisite study requirements.

8.3 The Institutions reserve their rights to exclude Students from enrolling in specific units of study. The Host Institution may require pre-approval from the relevant faculty or school prior to enrolling Students in certain disciplines.

8.4 Without limiting clause 8.3 above:

(a) Students from Navarra on Exchange at USYD cannot enrol in postgraduate units of study at the Sydney Law School (with the exception of Juris Doctor units of study), or postgraduate units of study offered by Medicine, Pharmacy, Psychology, Physiotherapy or Veterinary Science, or any Dentistry programs; and

(b) Students from USYD on Exchange at Navarra cannot enrol in any of the undergraduate units of the School of Medicine and most postgraduate units.

9. ACADEMIC RESULTS

9.1 The Home Institution will be responsible for ensuring that appropriate academic credit arrangements are in place with its Students prior to the exchange taking place.

9.2 Official transcripts will be provided to each Student according to institutional protocol after the release of results at the end of the Student Exchange Program.

10. ACCOMMODATION AND CARE

10.1 The Host Institution will provide information about temporary and longer-term accommodation (on and off campus) including relevant information about location, cost, application procedures and deadlines to each Student, prior to the commencement of their exchange.

10.2 A guaranteed accommodation option will be available at USYD if Students apply prior to the advertised deadline each semester. If Students do not secure guaranteed accommodation, they will be responsible for organising their own accommodation.

10.3 Students will not be charged more than the amount normally charged to onshore full-degree students for available on-campus accommodation.

11. EDUCATION SERVICES FOR OVERSEAS STUDENTS IN AUSTRALIA

11.1 Australian law requires providers of education and training courses to overseas students, to comply with the *Education Services for Overseas Students Act 2000* (Cth) and its associated legislative framework (together, the **ESOS Framework**).

11.2 USYD is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (**CRICOS**). USYD's CRICOS number is 00026A.

11.3 Navarra acknowledges that USYD must comply with the ESOS Framework and agrees that it will:

(a) clearly identify the University of Sydney's CRICOS number in written marketing and other material provided by the Navarra to its students (including material in electronic form);

(b) not give false or misleading information or advice in relation to the Student Exchange Program offered at USYD;

(c) only use promotional material provided or endorsed by USYD;

(d) not modify any written material or documents provided by USYD without prior permission of USYD; and,

(e) promptly provide any information or assistance reasonably required by USYD to enable USYD to meet its obligations or seek any approvals under the ESOS Framework.

12. COMBATTING EXPLOITATION

12.1 The Institutions are committed to taking action against Exploitation. If an Institution identifies that Exploitation is occurring, or there is a risk it may occur, in an activity associated with performing this Agreement, that Institution must promptly notify the other Institution in writing of the details of the

Exploitation. To the extent it is within their control each Institution must take reasonable action to address the Exploitation or risk of Exploitation.

12.2 In this clause **Exploitation** means undermining or depriving a person of their liberty for commercial or personal gain and includes human trafficking, slavery, servitude, forced labour (including child labour), debt bondage, deceptive recruiting for labour or services and sexual exploitation, abuse or harassment.

13. INTELLECTUAL PROPERTY

13.1 Each Institution retains ownership of the Intellectual Property in its promotional materials (whether in hardcopy form or available online).

13.2 Each Institution grants to the other Institution a non-exclusive, non-transferable, royalty free, revocable, world-wide licence to use the Intellectual Property in the promotional materials it makes available to the other Institution, for the purposes of the other Institution performing its obligations under this Agreement and advertising the Student Exchange Program.

13.3 Each Institution agrees not to use any logo, registered or unregistered trademark, design or crest of the other Institution (**Mark**) without the prior written consent of the other Institution to the particular use.

13.4 Each Institution agrees not to do anything or use any Mark in a way which, in the reasonable opinion of the other Institution, would damage or bring into disrepute the name, image or reputation of the other Institution.

14. PRIVACY AND CONFIDENTIAL INFORMATION

14.1 Each Institution (**Recipient**) must keep any Confidential Information disclosed to it confidential and may only use such Confidential Information for the purposes of performing its obligations under this Agreement. This obligation continues beyond the termination or expiry of this Agreement, but does not extend to disclosures:

(a) required by law; or

(b) to a Recipient's officers or employees:

(i) who have a need to know for the purposes of this Agreement (but only to the extent that each has a need to know); and

(ii) who, before disclosure, have been directed by the Recipient to keep that Confidential Information confidential.

14.2 For the purposes of this Agreement, **Confidential Information** means any commercial or sensitive information exchanged between the Institutions pursuant to this Agreement, on or after the date of this Agreement including:

(a) any information identified by the disclosing Institution as confidential;

(b) personal information (as defined in section 4 of the *Privacy and Personal Information Protection Act 1998* (NSW));

(c) personal information, as defined by Regulation 2016/679 of 27 Aril 2016 of the European Union on General Data Protection (See **Schedule 2**)

Confidential Information does not include Excluded Information as defined in clause 14.3.

14.3 Excluded Information means information:

(a) that is in the public domain other than as a result of breach of this Agreement;

(b) the Recipient can reasonably prove was already known to it at the time of disclosure; or

(c) was developed by the Recipient independently of the disclosure.

15. DISPUTES

15.1 The Institutions must without delay and in good faith attempt to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including any questions regarding its existence, validity or termination (the **Dispute**).

15.2 The Institutions will attempt to resolve the Dispute in accordance with the following procedures:

(a) the Institution claiming that a Dispute exists must notify the other Institution that a Dispute exists

and refer the Dispute to appropriate senior officers at the Institutions for resolution (**Senior Officers**); and

(b) if the Senior Officers are not able to resolve the Dispute within 60 days of the date of the first notification of the Dispute to the other Institution, or such other period as the Institutions may agree in writing, the Dispute must be resolved by arbitration, or some other dispute resolution mechanism agreed upon by the Institutions.

15.3 Clauses 15.1and 15.2 do not prejudice any Institutions' rights to apply to a court for injunctive, provisional, conservatory, or other interim or emergency relief. Any such application to a court will not amount to a waiver of the Institution's rights under clause 15.2(b) of this Agreement.

16. INDEMNITY

16.1 Each Institution indemnifies (**Indemnifying Institution**) the other Institution (**Indemnified Institution**) against all losses, costs, damages or expenses (including legal costs and expenses) directly sustained or incurred by the Indemnified Institution as a result of:

(a) any negligent, unlawful or wilful act or omission of the Indemnifying Institution or its officers, employees or subcontractors;

(b) any infringement of the Intellectual Property or moral rights of a third party arising out of use by the Indemnified Institution, in accordance with this Agreement, of promotional materials provided by the Indemnifying Institution, or any Intellectual Property in such promotional materials; and

(c) a breach of clause 14 (Privacy and Confidential Information),

except to the extent that any negligent, unlawful or wilful act or omission of the Indemnified Institution or the Indemnified Institution's officers, employees or subcontractors, contributed to the relevant liability.

16.2 Neither Institution will be liable for any indirect, incidental, special or consequential damages, including the loss of profits or revenue, incurred by the other Institution or any third party, whether in an action in contract or tort, even if the other Institution or any other person has been advised of the possibility of such damages, except due to losses for which the Indemnifying Institution is required to indemnify pursuant to clause 16.1 of this Agreement.

17. GOVERNING LAW

17.1 Any claim or dispute arising out of or in connection with this Agreement will be governed by and construed in accordance with the law of the country in which the Institution which is the defendant is located. Each Institution irrevocably submits to the jurisdiction of the courts of the country where the Institution, which is the defendant, is located.

18. TERMINATION OF AGREEMENT

18.1 Either Institution may terminate this Agreement at any time, and for any reason, by giving the other Institution 6 month's written notice. No compensation is payable by either Institution for termination under this clause 18.1.

18.2 Termination of this Agreement will not affect any Student who has already commenced study at the Host Institution, or received an Unconditional Offer to participate in the Student Exchange Program.

18.3 On termination or expiry of this Agreement, the Institutions must:

(a) stop advertising the Student Exchange Program;

(b) cease use of the promotional materials belonging to the other Institution;

(c) deal with the other Institution's materials as reasonably directed by the other Institution; and

(d) return all Confidential Information to the other Institution.

18.4 On termination of this Agreement the Institutions are released from the obligations to continue to perform the Agreement except those obligations in clauses 11 (Education Services for Overseas Students in Australia, 13 (Intellectual Property), 14 (Privacy and Confidential Information), 15 (Disputes), 16 (Indemnity) and 18 (Termination) and any other obligations that, by their nature, survive termination.

18.5 Termination of this Agreement does not affect any accrued rights or remedies of the Institutions.

19. NATURE OF AGREEMENT AND AMENDMENT

19.1 This Agreement and any Schedule to it constitute a binding Agreement for both Institutions and constitutes the entire agreement between the Institutions on its subject matter and both Institutions acknowledge that in entering into this Agreement they have not relied on any representations or warranties about its subject matter except as expressly provided by this Agreement.

19.2 Nothing contained or implied in this Agreement establishes any Institution as an agent, representative or legal partner of the other Institution.

19.3 This Agreement and any Schedule to it may be amended, modified, extended or renewed only with the written consent of both Institutions. Neither Institution may assign or novate its rights or obligations under this Agreement without the prior written consent of the other Institution.

19.4 A provision of this Agreement or a right created under it may not be waived or varied except in writing, signed by the Institutions. A failure or delay in exercise of a right arising from a breach of this Agreement does not constitute a waiver of that right.

19.5 This Agreement may consist of a number of counterparts (whether original or scanned copies) and the counterparts taken together form one and the same document.

19.6 If any part of this Agreement is or later becomes unenforceable, then:

(a) any unenforceable terms will be deleted from this Agreement, to the extent that they are unenforceable; and

(b) the remaining terms of this Agreement will continue in full force and effect.

19.7 Neither Institution is liable for any breach of its obligations under this Agreement to the extent that the breach results from an event beyond the affected Institution's reasonable control. If such an event occurs and continues for more than 30 days, either Institution may terminate this Agreement with immediate effect by written notice.

19.8 Contact details of the persons primarily responsible for the administration and management of the Student Exchange Program are set out in Schedule 1 of this Agreement (as updated from time to time). These details may be provided to Students as the nominated contact officer of the Student Exchange Program.

19.9 The Institutions agree that this Agreement and all documents related to it must be written in English, and if directed by Navarra, in Spanish as well. In the event of dispute, the English version will prevail.

19.10 Each Institution must comply with all applicable laws, rules and regulations when negotiating, entering into or giving effect to this Agreement including obtaining any required governmental approvals.

20. DEFINITIONS

In this Agreement:

Agreement means this Student Exchange Agreement.

Home Institution means the institution at which the Student is enrolled in a degree program.

Host Institution means the institution at which the Student will enrol, or is enrolled, in a Student Exchange Program.

Intellectual Property means all copyright including future copyright, trademarks, designs, trade secrets and all other intellectual property as defined in the convention of 1967 establishing the World Intellectual Property Organisation.

Institutions means both the Home and Host Institutions.

OSHC means Australian Overseas Student Health Cover insurance.

Student means a student from the Home Institution enrolled in the Student Exchange Program at the Host Institution.

Unconditional Offer means a written offer of admission from the Host Institution, confirming that an Exchange applicant has met all Host Institution admission requirements.

21. INTERPRETATION

Unless the contrary intention appears, in this Agreement:

(a) references to the singular includes the plural and vice versa;

(b)   a reference to an Institution includes, where appropriate, that Institution's officers, employees, suppliers or agents;

(c)   a reference to any law includes any amendment to, or replacement of, it; and

(d)   a reference to a clause or a Schedule is a reference to a clause in, or a schedule to, this Agreement.

Executed as an agreement

Signed for and on behalf of **THE UNIVERSITY OF SYDNEY** by its duly authorised representative:	Signed for and on behalf of **UNIVERSITY OF NAVARRA** by its duly authorised representative:
_____ **Ms Kirsten Andrews** *Vice-President (External Engagement)*	_____ **Rosalía Baena** *Vice President for Students* *and International Relations*
Date: 25 September 2023	Date: 25 October 2023

SCHEDULE 1
PRIMARY STUDENT EXCHANGE PROGRAM CONTACTS

USYD	NAVARRA
MANAGEMENT OF THE PROGRAM **Cara Bonnington** Associate Director Sydney Global Mobility Level 4, Jane Foss Russell Building (G02) The University of Sydney NSW 2006 Tel: +61 2 8627 8319 Email: cara.bonnington@sydney.edu.au	**MANAGEMENT OF THE PROGRAM** **Carmen Bielza Galindo** Institutional Exchange Coordinator International Office University of Navarra Edificio Central Pamplona, 31009 España Email: mcbielza@unav.es
CONTRACT MANAGEMENT **(for matters relating to this Agreement)** **Thommy Gatling** Head, International Agreements Sydney Global Mobility Level 4, Jane Foss Russell Building (G02) The University of Sydney NSW 2006 Tel: +61 2 8627 8326 Email: thommy.gatling@sydney.edu.au	**CONTRACT MANAGEMENT** **(for matters relating to this Agreement)** **Anne Marie Cassidy** Agreements International Office University of Navarra Edificio Central Pamplona, 31009 España Email: annecassidy@unav.es

SCHEDULE 2
STANDARD CONTRACTUAL CLAUSES

SECTION I

Clause 1

Purpose and scope

(a)   The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)[1] for the transfer of personal data to a third country.

(b)   The Parties:

(i)   the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and

(ii)   the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')

have agreed to these standard contractual clauses (hereinafter: 'Clauses').

(c)   These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

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

Clause 2

Effect and invariability of the Clauses

(a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or 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:

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[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.

    (i)   Clause 1, Clause 2, Clause 3, Clause 6;

    (ii)   Clause 7 – Clause 7.5 (e) and Clause 7.9 (b);

    (iv)   Clause 10 – Clause 10(a) and (d);

    (v)   Clause 11;

    (vi)   Clause 13.1 (c), (d) and (e);

    (vii)   Clause 14 (e);

    (viii) Clause 16 (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.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 7

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.

7.1 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.

7.2 Transparency

(a)   In order to enable data subjects to effectively exercise their rights pursuant to Clause 8, 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 7.7.

(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.

7.3 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.

7.4 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.

7.5 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.

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[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.

(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 11. 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.

7.6 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.

7.7 Onward transfers

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

(i) it is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;

(ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question;

(iii) the third party enters into a binding instrument with the data importer ensuring the 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

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[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.

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.

7.8 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.

7.9 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 8

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 7.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 9 (c)(i);

    (ii) rectify inaccurate or incomplete data concerning the data subject;

    (iii) erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party beneficiary rights, or if the data subject withdraws the consent on which the processing is based.

(c) Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.

(d) The data importer shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter 'automated decision'), which would produce legal effects concerning the data subject or similarly significantly affect him/her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lays down suitable measures to safeguard the data subject's rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:

    (i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and

    (ii) implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view and obtain review by a human being.

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[4] That period may be extended by a maximum of two more months, to the extent necessary taking into account the complexity and number of requests. The data importer shall duly and promptly inform the data subject of any such extension.

(e)   Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the request or refuse to act on the request.

(f)   The data importer may refuse a data subject's request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.

(g)   If the data importer intends to refuse a data subject's request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

Clause 9

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 11;

(ii)   refer the dispute to the competent courts within the meaning of Clause 16.

(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 10

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 11

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 12

(a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

(b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

(i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

(ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards[5];

(iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

(c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

(e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a 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

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[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.

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 14 (d) and (e) shall apply.

Clause 13

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

13.1 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 12 (e) and Clause 14 to inform the data exporter promptly where it is unable to comply with these Clauses.

13.2 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 12 (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 14

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 12 (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 15

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 Spain.

Clause 16

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 Spain.

    (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.

    (d) The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX

ANNEX I

A. LIST OF PARTIES

Data exporter:

 Name: UNIVERSIDAD DE NAVARRA

 Address: CAMPUS UNIVERSITARIO, 31009 PAMPLONA (NAVARRA, SPAIN)

 Role (controller/processor): DATA CONTROLLER

 Contact person's name, position and contact details:

 Prof Rosalia Baena

 Vice President of Students and International Relations

 Tel: +34 948 42 56 00 Email: exchangeunav@unav.es

 Activities relevant to the data transferred under these Clauses: Mutual exchange of students (professors, researchers) promoting internationalization projects that make this possible.

 Signature: *Rosalia Baena*

 date: 25 October 2023

Data importer:

 Name: UNIVERSITY OF SYDNEY

 Address: Camperdown, NSW 2006

 Role (controller/processor): DATA CONTROLLER

 Contact person's name, position and contact details: Kirsten Andrews, Vice-President (External Engagement) sydney.abroad@sydney.edu.au

 Activities relevant to the data transferred under these Clauses: Mutual exchange of students (professors, researchers) promoting internationalization projects that make this possible.

 Signature:
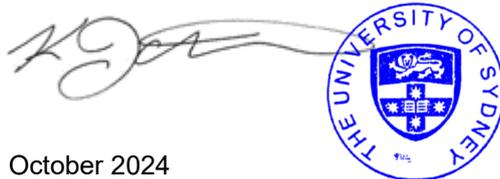
 date: 24 October 2024

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

 Students, future students and / or teaching and research staff.

 Staff involved in the management of exchange programs.

Categories of personal data transferred

 Identification and contact data, academic and professional data, *curriculum vitae* 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.

Sensitive data is not processed.

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

The data is transferred prior to the exchange, to proceed with the selection of exchange candidates, as well as at the beginning of the exchange and periodically until the end of the exchange.

Nature of the processing

Allow the improvement of the academic community by promoting mobility between higher education centers and intercultural coexistence.

Purpose(s) of the data transfer and further processing

Properly manage the exchange program

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

The data will be kept in the academic records in the Parties that participate in the exchange, during the period indicated by the legislation in force in the territory in which each of them is located.

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

The subcontracting of the treatment is not foreseen.

C. COMPETENT SUPERVISORY AUTHORITY

Agencia Española de Protección de Datos.

ANNEX II

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

Measures of pseudonymisation and encryption of personal data

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing

Measures for user identification and authorisation

Measures for the protection of data during transmission

Measures for the protection of data during storage

Measures for ensuring physical security of locations at which personal data are processed

Measures for ensuring events logging

Measures for ensuring system configuration, including default configuration

Measures for internal IT and IT security governance and management

Measures for certification/assurance of processes and products

Measures for ensuring data minimisation

Measures for ensuring data quality

Measures for ensuring limited data retention

Measures for ensuring accountability

Measures for allowing data portability and ensuring erasure