

GENERAL AGREEMENT FOR COLLABORATION

By and between the
University of Navarra
and
Hankuk University of Foreign Studies

This agreement is made and entered into by and between Hankuk University of Foreign Studies, located in Korea, and the University of Navarra, an institution for higher education, located in Pamplona, Spain. The parties hereto agree as follows:

A.- Purpose

1. Recognizing the importance of mutual collaboration and the contribution to society made by institutions of higher education, both parties share a desire to develop mutually strengthening and enriching international educational and research experiences for both faculty and students.
2. The primary purpose of this agreement is to provide a general basis within which specific cooperative activities of an academic and cultural nature may be implemented involving faculty and/or students from Hankuk University of Foreign Studies and the University of Navarra.
3. Faculty and researchers in various disciplines will be encouraged to develop contacts and propose collaborative projects. Each project proposal will be considered on its merits and on availability of funds.

4. Likewise, student exchange programs between both universities may be implemented on the basis of reciprocity, numerical as well as of rights and obligations.
5. As specific projects in education or research are developed, each will require a written Agreement which will set forth the terms and conditions of the project(s). These Agreements will be approved and signed by appropriate administrators at each institution and will be considered Annexes to this General Agreement.

B.- General Provisions

1. All research and other collaborative activities conducted pursuant to this agreement shall be conducted in accordance with the laws and regulations appropriate to each institution. In the case of **Hankuk University of Foreign Studies** these are the laws of **Korea**. In the case of the University of Navarra, these are the laws of Navarra and Spain.
2. Parties acknowledge their responsibility in the personal data processing necessary for the development of the present agreement and agree to comply with the EU Regulation 2016/679 from the European Parliament and Council from April 27th, 2016 regarding the protection of the natural persons with regard to the processing of personal data and on the free movement of such data. In particular, the parties agree that the transfer of personal data to the other may take place in compliance with this EU Regulation.
3. Disputes arising out of or in connection with this Agreement, regarding activities developed or rendered in Spain, shall be referred to and finally resolved by the Civil Courts of Pamplona (Navarra) Spain. Both parties agree that the Courts corresponding to the legal domicile of UNIVERSITY OF NAVARRA shall be the only competent jurisdiction for any dispute or litigation between the parties regarding activities developed or rendered in Spain, arising under this agreement.
Disputes arising out of or in connection with this Agreement, regarding activities developed or rendered in Korea, shall be referred to and finally resolved by the Civil Courts of Korea. Both parties agree that the Courts corresponding to the legal domicile of Hankuk

University of Foreign Studies shall be the only competent jurisdiction for any dispute or litigation between the parties regarding activities developed or rendered in Korea, arising under this agreement.

4. License to Use Logo and Name: Each party grants the other party a non-exclusive, non-transferable, royalty-free license to reproduce, publish and display each other's names and logos solely for the purpose of promotion of the activities and projects set forth in this Agreement.
5. This agreement shall take effect when signed by both parties and shall terminate at the end of three years. This Agreement may be extended by consent of both institutions for a further specified period subject to the further approval of each University's relevant authorities.
6. If either of both institutions wishes to terminate this Agreement, notice of termination must be given to the other party at least 90 days in advance. Early termination of this Agreement will not affect projects in effect at the time of termination, and the specific provisions previously established for such projects will be applicable until the expiration of these. This agreement may be modified by written consent of both parties at any time. Nothing within this agreement shall create any financial obligation or cause any hardship to either party.
7. At Hankuk University of Foreign Studies, modification to this agreement shall be initiated through the Office of International Affairs, and at the University of Navarra, through the International Relations Office.

IN WITNESS WHEREOF the parties hereto have executed two copies of this instrument, each of which shall be considered an original.

Hankuk University of Foreign Studies

University of Navarra



Hak-Tai Kim

Vice President of Financial / External Affairs
and Development

20. Aug. 2021

Date



Maria Pilar Lostao

Vice President of International Relations

10th July 2021

Date

AGREEMENT FOR STUDENT EXCHANGE PROGRAM

Between

Hankuk University of Foreign Studies (Korea)

and

University of Navarra (Spain)

To enhance the education of their respective students and in order to collaborate more closely in teaching and research, the Hankuk University of Foreign Studies and the School of Law and the School of Communication of the University of Navarra agree to establish the following reciprocal student exchange program:

PROVISIONS

1. Both institutions intend to sign the present collaboration agreement to establish a student exchange program based on reciprocity and taking into account the academic and administrative constraints of each institution.
2. It is decided that a specified number of students (exchange students) of each of the signatory institutions of the present collaboration agreement will be allowed to attend courses in each one of them, under the conditions agreed hereafter.

Likewise, the exchange students will have the same right as the regular students of the host institution to accede to all the support services provided by the host University (library, sport facilities, etc) as established in provision 9.

3. Students participating in the exchange program will be selected by their own School and their number will not be higher than **[3]** per academic year (or **[6]** for semester-long exchanges).

Where there is unequal number of students at either institution during any one academic year, the number of exchanges shall be adjusted to achieve overall parity in the following year(s). In the event of the termination of this agreement, any inequality in numbers at the end of the agreement period will be resolved by the institution sending the greater number providing sufficient exchange placements in the following semester to the institution sending the lesser so as to fulfill the reciprocal goal of the agreement.

The exchange can occur over a period of one to two semesters. Reciprocity will be decided according to the number of semesters which each exchange student spends in the host institution.

4. Selection of candidates will be made by the sending institution. Each School will assume the admissions criteria of the host university. Moreover, the sending institution will be able to add and establish other requirements at their discretion. HUFS students will be hosted at the School of Communication or School of Law and International Relations at UNAV. That means, they will need to take the majority of classes in one of these schools.

UNAV' students participating in the exchange program at HUFS will be selected from either the School of Communication or School of Law and International Relations

The sending institution will provide the other party with a list of selected candidates within the deadlines established by the host institution, as well as a list of the courses these students will take in the host institution.

5. Students will be responsible for the financial cost of the exchange program and will be expected to be duly registered at the sending institution at the time of their application for the exchange program.

Students participating in this exchange shall pay tuition fees and other related fees at the home institution and shall be exempted from paying such fees at the host institution. However, application and registration procedures will be subject to the indications and deadlines established by the host institution.

6. Each student will be absolutely responsible for arranging, if applicable, the necessary visa and residence permit required by the country where the host institution is located, as well as for covering the cost of accommodation, international travel, travel within the host country, books, equipment, consumables, health insurance valid in the host country and other incidental expenses arising out of the exchange.

7. Each institution shall make every reasonable effort to assist students participating under the terms of this Agreement in finding suitable accommodation and will provide them with available information on health assistance options for foreign citizens in the host country.

8. At the end of the examination period, the host institution will communicate, within thirty (30) days after the end of the academic period, the results obtained by the students, in the form of transcripts of records, to the home institution.

The home institution will include, according to its statutes and regulations, the results obtained at the host institution in the transcript of records of the degree to which the students are enrolled.

9. Students participating under the terms of this Agreement shall be subject to the

rules and regulations of the host institution. They will also have the same rights and privileges enjoyed by other students at the host campus, such as library, sport facilities, Internet access, and other services.

10. All administrative procedures will be carried out by between the central International Office of the University of Navarra and the Office of International Affairs of Hankuk University of Foreign Studies.
11. The personal data information of the students will be processed according to the terms established in the General Agreement signed on July 2021.
12. All research and other collaborative activities conducted pursuant to this agreement shall be conducted in accordance with the laws and regulations appropriate to each institution. In the case of Hankuk University of Foreign Studies, these are the laws of Korea. In the case of the University of Navarra, these are the laws of Navarra and Spain.
13. Disputes arising out of or in connection with this Agreement, regarding activities developed or rendered in Spain or Korea will be conducted as set out in clause 3 of the General Agreement signed on July 2021.
14. License to Use Logo and Name is in accordance with clause 4 of the General Agreement signed on July 2021.
15. This Agreement shall enter into force upon signature by representatives of both institutions and will be valid for three (3) years. This Agreement may be extended by consent of both institutions for a further specified period subject to the further approval of each University's relevant authorities.

HANKUK UNIVERSITY OF FOREIGN STUDIES



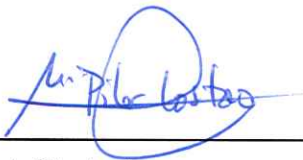
Hak-Tai Kim

Vice President of Financial / External Affairs and Development

20. Aug. 2021

Date

UNIVERSIDAD DE NAVARRA



Maria Pilar Lostao

Vice President of International Relations

10th August 2021

Date

ANNEX I

Personal Data Transfer Agreement

between, on the one hand,

University of Navarra

Address: Campus Universitario, S/N, Edificio Central. 31009 Pamplona (Navarra, Spain).

Tel: (+34) 948 42 56 00; Fax: (+34) 948 42 56 16; E-mail: exchangeunav@unav.es

NIF: ES-3168001J.

Registered in the Register of Universities, Centres and Titles of the Ministry of Education, Culture and Sport of the Kingdom of Spain under number 031.

and, on the other hand,

Hankuk University of Foreign Studies

Address: 107, Imun-ro, Dongdaemun-gu, Seoul 02450 (Korea)

Tel: (+82) 2 2173 2067; Fax: (+82) 2 2173 3387; E-mail: hufsgoabroad@gmail.com

hereinafter, a "party"; jointly, "the parties".

1. Definitions. For the purposes of this Annex:

"personal data" means any information relating to an identified or identifiable natural person ("the data subject"); an identifiable natural person is any person whose identity can be established, directly or indirectly, in particular by reference to an identifier (ID), such as a name, an identification number, location data, an on-line ID or one or more elements specific to that person's physical, physiological, genetic, mental, economic, cultural or social identity;

"processing" means any operation or set of operations which is performed upon personal data or sets of personal data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, communication by transmission, dissemination or any other form of making available, matching or interconnection, limitation, deletion or destruction;

"supervisory authority" means the authority responsible for the supervision of data protection in the territory of establishment of each of the parties;

"controller" means a natural or legal person, public authority, service or other body which, alone or jointly with others, determines the purposes and means of the processing;

"processor" or "processor" means a natural or legal person, public authority, service or other body processing personal data on behalf of the Data Controller;

"data exporter" shall mean the Data Controller who transfers the personal data to the other party;

"data importer" shall mean the Data Controller who agrees to receive personal data from the other party for further processing in accordance with the terms of these clauses;

Throughout the development of the agreement, both parties may be considered as either an exporter or importer of data, depending on the direction of the flow of personal data.

The details of the transfer, as well as the categories of data subjects and categories of personal data transferred, are specified in Appendix 1, which forms an integral part of this Annex I "Personal Data Transfer Agreement".

2. Obligations of the data exporter. The data exporter warrants and undertakes the following:

- (a) The personal data have been collected, processed and transferred in accordance with the law applicable to the data exporter.
- (b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under the provisions of this Annex.
- (c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- (d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- (e) It will make available, upon request, make a copy of this Annex to data subjects who are third party beneficiaries within the meaning of Clause 4, unless it contains confidential information, in which case it may remove such information. Where the information is removed, the data exporter shall inform data subjects in writing of the reason for removal to the attention of the authority and of their right to inform the supervisory authority in the data exporter's territory of establishment. The data exporter shall also comply with any decision of that authority regarding access to the full text of the Annex by the data subjects, provided that the data subjects have agreed to keep the deleted information confidential. The data exporter shall also provide a copy of the clauses to the authority where required.

3. Obligations of the data importer.

The data importer warrants and undertakes the following:

- a) It will have in place the appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction, accidental loss or alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risks represented by the processing and to the nature of the data to be protected.
- b) It will have in place procedures so that any third party it authorizes to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorized or required by law or regulation to have access to personal data.
- c) It has no reason to believe, at the time of entering into this Annex, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter if it becomes aware of any such provision.
- d) It will process personal data only and exclusively for the purposes described in Appendix 1.
- e) It will identify to the data exporter a contact point within its organization authorized to respond to enquiries concerning the processing of personal data and shall cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of Clause 2(e).

- f) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing, and/ or certifying by the data exporter (or by an impartial and independent inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours in order to determine whether the assurances and undertakings provided for in these clauses are being complied with. The data importer shall make every effort to obtain such consent or approval in good time.
- g) It will process personal data in accordance with the following principles:
- i. Purpose limitation: Personal data may be processed, and subsequently used or further communicated only for the purposes described in Appendix 1 or subsequently authorized by the data subject.
 - ii. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. Personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
 - iii. Transparency: Data subjects must be provided with information insofar as is necessary to ensure fair processing of the data (e.g. information on the purposes of the processing and on the transfer), unless such information has already been given by the data exporter.
 - iv. Security and confidentiality: The data importer shall take technical and organizational measures to ensure the level of security appropriate to the risks involved in the processing of the data, e.g. against accidental or unlawful destruction, accidental loss or alteration, or unauthorized disclosure or access. Persons acting under the authority of the data importer, including, if any, the data processor, should not process the data unless instructed to do so by the data importer.
 - v. Rights of access, rectification, deletion and objection: Data subjects shall have the right to know the personal data concerning them held by the data importer, except where requests may be considered clearly abusive because they have been made at unreasonable intervals, because of their number or because they are repetitive or systematic. The data subject shall have the right to request the rectification, modification or deletion of personal data where they are inaccurate or where their processing does not comply with the principles set out in this Annex. If there are substantial grounds for doubting the legitimacy of the request, the data importer may require other justifications from the data subject before proceeding to rectify, modify or delete the data. Data subjects should also be able to object to the processing of personal data concerning them where there are compelling legitimate reasons relating to their particular situation. In the event of a refusal, the person concerned may apply to the control authority in the territory of establishment of the importer of the data in order to try to remedy the refusal.
 - vi. Automated decisions: For the purposes of this Annex, 'automated decision' means a decision of the data exporter or importer which has legal effect on or significantly affects the data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects of the data subject, such as performance, credit, reliability, conduct, etc. The data importer shall not take any automated decision relating to the data subjects, unless (a) such decisions have been taken by the data importer when concluding or performing a contract with the data subject; and (b) the data subject is given the opportunity to discuss the results of a relevant automated decision with a representative of the party who has taken such a decision or to submit observations to that party.
- h) It shall not disclose or transfer personal data to other controllers unless: (i) it has prior written consent from the data exporter; (ii) an agreement has been concluded with the other controller that ensures the protection of the personal data of data subjects on terms equivalent to the present one; and (iii) the data subjects' express written consent has been obtained, after having been informed of the purposes of the transfer, of the recipients of the transfer and of the level of personal data protection offered by the country or countries in which the recipients carry out their activities.

4. Legal bases that legitimize the international transfer of personal data.

- a) When the University of Navarra acts as a data exporter of personal data, the transfer is covered by points b) and c) of Article 49.1 of Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation), that is, the transfer is necessary for the execution of a contract between the data subject and the data controller or for the execution of pre-contractual measures adopted at the request of the data subject; or the transfer is necessary for the conclusion or execution of a contract, in the interest of the data subject, between the data controller and another natural or legal person.
- b) Where the other party acts as the exporter of the personal data, the transfer is covered by the legal basis permitted by applicable law.

5. Liability and third parties rights.

- a) Each of the parties shall be liable to the other for damages caused to it as a result of its failure to comply with the provisions of this Annex. Liability between the parties shall be limited to the damage actually suffered, with punitive damages (i.e. those intended to punish one of the parties for misconduct) specifically discarded. Each party shall be liable to the data subjects for any damages caused to it as a result of the infringement of the rights of third parties recognized in the clauses. This does not affect the liability of the data exporter under its data protection law.
- b) The parties agree that data subjects, shall have the right to enforce as a third party beneficiary this Clause and Clauses 2(b), (d) and (e), Clause 3(a), (c), (d), (e), (g) and (h), Clause 5(a), Clause 7 and Clause 8 for breach of their respective contractual obligations with respect to their personal data and, to this end, submit to the jurisdiction of the country of establishment of the data exporter. In cases where non-compliance by the data importer is alleged, the data subject shall first urge the data exporter to take appropriate action to enforce its rights against the data importer; if the data exporter does not take such action within a reasonable period of time (normally one month), the data subject may assert his rights directly against the data importer. Data subjects may proceed directly against the data exporter where the data exporter has not made reasonable efforts to determine whether the data importer is able to comply with its legal obligations under the clauses (the burden of proving that reasonable efforts have actually been made shall rest with the data exporter).

6. Applicable law.

The clauses of this Annex shall be governed by the legislation in force on the protection of personal data resulting from the parts of mutual application.

7. Resolution of conflicts with data subjects or with the supervisory authority.

- a) In the event of a dispute or claim brought by a data subject or by the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by authority. If they do participate in the proceedings, the parties may elect to do so remotely (e.g. by telephone or other electronic means). The parties also agree to examine the possibility of participating in any other arbitration, mediation or other mechanism developed with a view to resolving data protection disputes.
- c) Each party undertakes to abide by any decision of the competent courts or the authority of the country of establishment of the data exporter whose decisions are final and against which no appeal can be lodged, provided that such decisions are not contrary to the data protection rules applicable to each of the parties.

8. Termination

- (a) In the event that the data importer is in breach of its obligations under the provisions of this Agreement, the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- b) In the event that:
 - i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month in accordance with point (a);
 - ii) compliance by the data importer with the clauses of this Annex results in non-compliance with its legal or regulatory obligations in the importing country;
 - iii) the data importer is in substantial or persistent breach of any warranties or undertaking given by it under these clauses of this Annex;
 - iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the supervisory authority establishing that the data importer or data exporter has failed to comply with the provisions of this Annex; or
 - v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs,

Then the data exporter may, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate the Agreement to which this *Personal Data Transfer Agreement* constitutes the Annex, in which case the authority shall be informed where required. In cases referred to in (i), (ii), or (iv), the data importer may also decide.

- c) The parties agree that the termination of the Agreement to which this *Personal Data Transfer Agreement* constitutes the Annex, shall, at any time, in any circumstances and for any reason, not release them from the obligations and conditions set out in the clauses of this Annex with respect to the processing of transferred personal data.
- d) In the event of termination of the Agreement to which this *Personal Data Transfer Agreement* constitutes the Annex, the data importer shall, at the exporter's discretion, either promptly return to the exporter all personal data subject to these clauses and copies thereof, or destroy all copies in full and certify this to the exporter, unless national legislation or local regulations applicable to the importer prevent him from returning or destroying all or part of the data, in which case the importer undertakes to keep the personal data secret and not to reprocess them. The data importer ensures that, at the request of the data exporter, it will make available to the data exporter or to an inspector designated by the data exporter and not reasonably objected to by the data importer, its processing facilities to verify compliance with this obligation, upon reasonable notice and during working hours.

9. Variation of the clauses

The parties undertake not to modify these clauses. This shall not preclude the parties from adding additional commercial clauses where necessary.

10. Description of the transfer

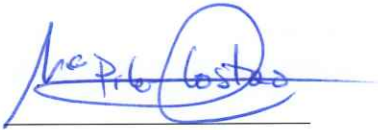
The details of the transfer, and in particular the categories of personal data are specified in Appendix I. The parties agree that Appendix 1 may contain confidential business information which they will not disclose to third parties, except where required by law or in response to a competent regulatory or governmental body, or where required under Clause 2(e). The parties may introduce additional Appendices to regulate other transfers under the clauses of this same Annex.

Date: 1.08.2021 *20 Aug 2021*

University of Navarra

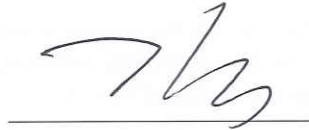
Date: 20. Aug. 2021

Hankuk University of Foreign Studies



Maria Pilar Lostao

Vice President of International Relations



Hak-Tai Kim

Vice President of Financial / External Affairs and Development

Appendix 1

DESCRIPTION OF THE TRANSFER

This appendix forms an integral part of Annex I and must be completed and signed by the parties.

University of Navarra

Address: Campus Universitario, S/N, Edificio Central. 31009 Pamplona (Navarra, Spain).

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NIF: ES-3168001J.

Registered in the Register of Universities, Centres and Titles of the Ministry of Education, Culture and Sport of the Kingdom of Spain under number 031.

and

Hankuk University of Foreign Studies

Address: 107, Imun-ro, Dongdaemun-gu, Seoul 02450 (Korea)

Tel: (+82) 2 2173 2067; Fax: (+82) 2 2173 3387; E-mail: hufsgoabroad@gmail.com

Both wish to encourage the mutual exchange of students [teachers, researchers], promoting internationalization projects that make this possible.

Purpose of the transfer. The transfer is necessary to manage the exchange of students [teachers, researchers] between both Institutions.

Data Subject. The personal data transferred relate to the following categories of data subjects (please specify):

Students [professors, researchers] from both Universities

Data categories. The transferred personal data fall within the following categories of data (please specify):

Identifying data, contact data, academic data, Curriculum Vitae data.


Sensitive or Sensitive Information: No special categories of data will be addressed.

Recipients. There will be no cessions to third parties, except those required by current law that results from application in the area of University Education.

Maximum storage period The transferred personal data may be stored for the duration of the exchange stay and for such periods as the applicable legislation provides for the retention of academic records.

Date: 10m July 2021

University of Navarra



Maria Pilar Lostao

Vice President of International Relations

Date: 20. Aug. 2021

Hankuk University of Foreign Studies



Hak-Tai Kim

Vice President of Financial / External Affairs and
Development