**SPECIFIC COOPERATION AGREEMENT FOR THE EXCHANGE**

**OF STUDENTS BETWEEN THE UNIVERSITY …………..(COUNTRY)**

**AND THE UNIVERSITAT DE BARCELONA (SPAIN)**

**AT A MEETING BETWEEN**

Mr Raúl Ramos Lobo, Vice-Rector for Internationalization Policy of the Universitat de Barcelona, for and on behalf of this university, by decision adopted by the rector dated February 08, 2022, and in virtue of the powers conferred on him by the Statute of the University of Barcelona approved by Decree 246/2003, October 8 (DOGC nº 3993, October 22).

And Mr/Mrs ……….. ……….. (or the corresponding title)

(Copy the data in the above section for the second signatory and the following signatories: name and surname, position, information on appointment and the full name of the university or entity).

Both Parties, in the exercise of the functions assigned to them by law, mutually acknowledge sufficient legal capacity to enter into this agreement and

**STATE**

That the Universitat de Barcelona (UB), as a public institution entrusted the public service of higher education through research, teaching and study, has the duty, among others, to collaborate with public administrations, institutions and other universities to create, participate in and execute plans and actions that contribute to scientific progress, cultural dissemination and social development.

That ………… (Add the purpose, objective or interest of the other party).

And that for the above reasons, they agree to establish a student exchange programme between the Faculty of .......... (indicate the faculty) of the University of Barcelona and the Faculty of ............... of the University of ............. (indicate faculty and university) for academic study, as provided for in this agreement, which will be based on the following

**CLAUSES**

**First**

A maximum of ….. UB students per academic year or a maximum of .… students between the two semesters can take courses of XXXXX (add the educational level\_ bachelor's degree and/or university master's degree) at the University of……….

A maximum of …. students from the University ……… per academic year or a maximum of …. students between the two semesters can take studies of xxxxx (add the educational level: bachelor's degree and/or university master's degree) at the UB.

The number of students exchanged between the two institutions will be monitored annually. If there is an imbalance, the number of places offered by each institution will be agreed so as to maintain an acceptable balance for the duration of the agreement.

**Second**

If a faculty establishes restrictions on student exchanges (for example, a minimum average grade in the academic record), it should inform the other party with sufficient notice for the other university to ensure that any nominated students meet the stated requirements.

**Third**

Both Parties should provide information on the level of language required so that the students can take subjects at the host university without any disadvantage.

The level of language required of exchange students at the Faculty of ................ of the UB shall be at least ……….. (indicate the level, according to the CEFR) in ……. (indicate the language and specify whether any other language level is required).

The level of language required of exchange students at the Faculty of ................ of the UB shall be at least ……….. (indicate the level, according to CEFR) in ….. (indicate the level, according to the CEFR) in ……… (indicate language).

**Fourth**

Exchange students will pay the enrolment fee at their home university. The host university will not charge enrolment fees.

**Fifth**

Students will be selected by their respective home university, which is responsible for determining if they meet the conditions to take part in the exchange. The coordinator at each university will contact their counterpart to inform them which students have been selected to participate in the exchange. The coordinator at the host university must confirm acceptance of the proposed students. At the UB, this process will be carried out within the framework of the Regulations on International Student Mobility (approved by the Governing Council on 14 June 2017).

If the cooperation agreement includes mobility at master’s degree level, students who have been pre-selected by their university must then be accepted in accordance with the requirements and specifications of the master’s degree programme at the host university.

**Sixth**

The coordinator at the University of ………… will be …………. (give details) and the coordinator at the UB will be the head of International Relations of the Faculty of ……. (Add contact)

**Universitat de Barcelona (UB)**

Faculty of ….

International Relations Office (ORI)

Address:

Telephone:

E-mail:

Website:

**University of ..............**

Faculty of ….

International Relations Office (ORI)

Address:

Telephone:

E-mail:

Website:

**Seventh**

Students will take an academic programme that is approved by both institutions. Each student will take regular subjects offered by the host institution.

The academic programme of each student who participates in the exchange programme will also establish the system of equivalences between the subjects enrolled for in the home university and those taken in the host university, for the corresponding recognition of studies and the number of credits taken.

At the UB, a full-time bachelor’s degree student enrols for 23-30 ECTS credits per semester.

At the UNIVERSITY NAME, a full-time bachelor’s degree student should enrol in ----- courses (indicate the system of credits and/or the number of subjects that full-time students tend to take, to establish academic equivalence).

**Eighth**

Exchange students will enjoy the same rights and privileges as the rest of the students at the host university. Students who take part in the exchange will be subject to the rules, regulations and disciplinary code of the host university at which they are enrolled.

**Ninth**

If necessary, each student will be responsible for requesting and obtaining a student visa and the documents required to enter the host institution’s country.

**Tenth**

All travel and living expenses must be covered by students. In addition, before travelling, students should take out comprehensive health insurance (including accident and repatriation coverage) **and, if necessary, civil liability insurance for the entire period of their stay**.

(Indicate, if applicable, whether the host university requires students to take out compulsory insurance, depending on the national regulatory framework.)

**Eleventh**

The host institution will, to the best of its ability, assist students in securing accommodation for the exchange period.

**Twelfth**

The host university will send the home university an official record with the grades obtained by students once the exchange period has been completed.

**Thirteenth**

Both faculties express the wish to facilitate the mobility of teaching staff for teaching and research purposes. Teaching staff should be covered by health, accident, repatriation and civil liability insurance for the duration of their stay at the host university.

All associated expenses (plane tickets, accommodation and living expenses, health, accident and repatriation insurance, visas, etc.) must be covered by the teaching staff.

**Fourteenth**

A Monitoring Committee will be formed by xx representatives on behalf of the Universitat de Barcelona, appointed by the Rector, and by xx representatives of Counterpart appointed by ………

The Committee will assess and coordinate the activities and relations that affect the two institutions, ensure the correct implementation of the content of the agreement and, if applicable, resolve any issues of interpretation or compliance that may arise.

**Fifteenth**

Signing this agreement does not authorize either of the Parties to use the logo or the brand image of the other party unless express written authorization is given by the governing bodies at the respective institution.

**Sixteenth**

The data controllers responsible for processing the personal data provided within the scope of this agreement on representatives and contact details – which are required to execute this agreement – are both of the signatories (specifically, the General Secretary of the University of Barcelona). The contact data for the data controllers are:

* UB: Secretaria General, Gran Via de les Corts Catalanes, 585, 08007 Barcelona; secretaria.general@ub.edu
* xxx: The other party must indicate the contact details for data protection (they may be the same as in the heading of the agreement)

The purpose of processing personal data is the management, monitoring and execution of this contract. The lawful basis for processing personal data, in accordance with Article 19 of Organic Law on Data Protection and the Guarantee of Digital Rights, is compliance with a mission carried out in the public interest in the case of data controllers in Article 77.1 of the same Law or meeting a legitimate interest of the data controller in other cases. Personal data are stored for as long as necessary to meet the purpose for which they have been collected and to determine any potential responsibilities deriving from this purpose. Data will not be disclosed to other parties unless there is a legal obligation to do so.

Data holders have the right to request access to their data, rectify them, delete them, oppose their processing, request their portability or limit their processing by sending a request in writing to the data controller at the addresses indicated above. If they consider that their rights have not been properly upheld, they can inform the signatories’ data protection officer:

* UB: Secretaria General, Gran Via de les Corts Catalanes, 585, 08007 Barcelona; protecciodedades@ub.edu
* xxxxx: If the other party has appointed a data protection officer, the contact details should be included.

Data holders can also submit a claim before the relevant authority responsible for controlling data protection.

The Parties undertake to make the content of this clause known to all listed contacts from their institutions involved in the execution of this contract.

**Seventeenth**

This agreement comes into force on the day that it is signed and has a duration of four years. Before its completion, the Parties may extend it, subject to express written confirmation, for a maximum period of up to four additional years. Either Party may also indicate its desire to withdraw from the agreement, in which case written notification must be given with at least six months’ notice.

Either University may request at any time that the agreement be reviewed. Any such review will be carried out by mutual agreement of the two universities and with the approval of the relevant authorities.

In the event that the agreement is terminated, provision will be made for participating students to complete the studies or projects that are underway.

**Eighteenth**

The Parties agree to try to resolve amicably any contentious issues that may arise in the interpretation of and compliance with the agreement through the Monitoring Committee, before any claim is made before the corresponding courts, whether in ……. or Spain, depending on the origin of the conflict.

**Nineteenth**

The agreement may be terminated on the following grounds:

1. Expiry of the stated term of the agreement.
2. Mutual agreement between the Parties before the end of the stated term.
3. Unforeseen legal or material impossibility of achieving the objective of the agreement.
4. Serious, repeated breach by either of the Parties of any of the essential clauses in the agreement.

In this case, the party in breach should first be notified and required to meet their obligations. This requirement will be communicated to the Monitoring Committee.

If, after the period indicated in the requirement, the party remains in breach, the agreement will be considered terminated.

1. The complaint of one of the Parties, communicated to the other party expressly in writing, as established in the seventeenth clause
2. By legal ruling declaring the agreement null and void.
3. Any other grounds provided for in the applicable legislation.

**Twentieth**

The signed agreement may be made available to the public via the corresponding Transparency Portal, in accordance with the provisions of Act 19 of 29 December 2014 on Transparency, Access to Public Information and Good Governance and other legislation relating to this act.

Two original copies of this agreement shall be signed, each of which has the same legal validity.

Barcelona, City,

Mr Raúl Ramos Lobo Rector……..

Vice-Rector for Internationalization Policy

of the Universitat de Barcelona

**ANNEX. Standard contractual clauses (Module one) according to article 46.2 c) of the GDPR and the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council**

**SECTION I**

*Clause 1*

***Purpose and scope***

1. 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]](#footnote-1) for the transfer of personal data to a third country.
2. The Parties:
3. 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
4. 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”).

1. These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
2. The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

*Clause 2*

***Effect and invariability of the Clauses***

1. 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.
2. 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***

1. Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
2. Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
3. Clause 8 - Clause 8.5 (e) and Clause 8.9(b).
4. Clause 12 - Clause 12(a) and (d).
5. Clause 13;
6. Clause 15.1(c), (d) and (e);
7. Clause 16(e);
8. Clause 18 - Clause 18(a) and (b).
9. Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

*Clause 4*

***Interpretation***

1. Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
2. These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
3. These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

*Clause 5*

***Hierarchy***

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

*Clause 6*

***Description of the transfer(s)***

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

*Clause 7*

***Docking clause***

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

**SECTION II – OBLIGATIONS OF THE PARTIES**

*Clause 8*

***Data protection safeguards***

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

**8.1 Purpose limitation**

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

1. where it has obtained the data subject’s prior consent;
2. where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
3. where necessary in order to protect the vital interests of the data subject or of another natural person.

**8.2 Transparency**

1. In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:
2. of its identity and contact details;
3. of the categories of personal data processed;
4. of the right to obtain a copy of these Clauses;
5. where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.
6. 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.
7. 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.
8. Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

**8.3 Accuracy and data minimisation**

1. 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.
2. 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.
3. The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

**8.4 Storage limitation**

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

**8.5 Security of processing**

1. 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.
2. 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.
3. 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.
4. 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.
5. 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 13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.
6. 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.
7. The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

**8.6 Sensitive data**

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

**8.7 Onward transfers**

The data importer shall not disclose the personal data to a third party located outside the European Union[[3]](#footnote-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:

1. it is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
2. the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question;
3. the 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;
4. it is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;
5. it is necessary in order to protect the vital interests of the data subject or of another natural person; or
6. where none of the other conditions apply, the data importer has obtained the explicit consent of the data subject for an onward transfer in a specific situation, after having informed him/her of its purpose(s), the identity of the recipient and the possible risks of such transfer to him/her due to the lack of appropriate data protection safeguards. In this case, the data importer shall inform the data exporter and, at the request of the latter, shall transmit to it a copy of the information provided to the data subject.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

**8.8 Processing under the authority of the data importer**

The data importer shall ensure that any person acting under its authority, including a processor, processes the data only on its instructions.

**8.9 Documentation and compliance**

1. 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.
2. The data importer shall make such documentation available to the competent supervisory authority on request.

*Clause 10*

***Data subject rights***

1. 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]](#footnote-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.
2. In particular, upon request by the data subject the data importer shall, free of charge:
3. provide confirmation to the data subject as to whether personal data concerning him/her is being processed and, where this is the case, a copy of the data relating to him/her and the information in Annex I; if personal data has been or will be onward transferred, provide information on recipients or categories of recipients (as appropriate with a view to providing meaningful information) to which the personal data has been or will be onward transferred, the purpose of such onward transfers and their ground pursuant to Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 12(c)(i);
4. rectify inaccurate or incomplete data concerning the data subject;
5. 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.
6. 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.
7. 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:
8. inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and
9. 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.
10. 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.
11. 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.
12. If the data importer intends to refuse a data subject’s request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

*Clause 11*

***Redress***

1. 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.
2. 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.
3. 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:
4. lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
5. refer the dispute to the competent courts within the meaning of Clause 18.
6. 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.
7. The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
8. The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

*Clause 12*

***Liability***

1. 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.
2. 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.
3. 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.
4. 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.
5. The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

*Clause 13*

***Supervision***

1. 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.
2. The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

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

*Clause 14*

***Local laws and practices affecting compliance with the Clauses***

1. 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.
2. The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
3. 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;
4. 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]](#footnote-5);
5. 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.
6. 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.
7. The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
8. 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).
9. Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

*Clause 15*

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

**15.1 Notification**

1. 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:
2. 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
3. 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.
4. 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.
5. 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.).
6. 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.
7. Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

**15.2 Review of legality and data minimisation**

1. The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
2. 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.
3. The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

**SECTION IV – FINAL PROVISIONS**

*Clause 16*

***Non-compliance with the Clauses and termination***

1. The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
2. In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
3. The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
4. 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;
5. the data importer is in substantial or persistent breach of these Clauses; or
6. 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.

1. 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.
2. Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

*Clause 17*

***Governing law***

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

*Clause 18*

***Choice of forum and jurisdiction***

1. Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
2. The Parties agree that those shall be the courts of Spain.
3. 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.
4. The Parties agree to submit themselves to the jurisdiction of such courts.

**APPENDIX**

EXPLANATORY NOTE:

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

**ANNEX I**

1. **LIST OF PARTIES**

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

1. Name: University of Barcelona

Address: Gran Via de les Corts Catalanes, 585, 08007, Barcelona, Spain.

Contact person’s name, position and contact details: … Indicate the name or position of the person signing the agreement on behalf of the UB.

Activities relevant to the data transferred under these Clauses: exchange of faculty members, researchers and staff; exchange of students; collaborative research and joint academic meetings; exchange of academic information, publications, and materials; and other activities agreed upon by the two parties under the cooperation agreement on student exchange between the parties.

Signature and date: See cooperation agreement on student exchange between the parties.

Role (controller/processor): Controller.

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

1. Name: … Complete with the data from the other party

Address: …

Contact person’s name, position and contact details: …

Activities relevant to the data transferred under these Clauses: exchange of faculty members, researchers and staff; exchange of students; collaborative research and joint academic meetings; exchange of academic information, publications, and materials; and other activities agreed upon by the two parties under the cooperation agreement on student exchange between the parties.

Signature and date: See cooperation agreement on student exchange between the parties.

Role (controller/processor): Controller

1. **DESCRIPTION OF TRANSFER**

*Categories of data subjects whose personal data is transferred*

Staff and professors that participate in the execution of the collaboration agreement and students, staff and professors that participate in the mobility program.

*Categories of personal data transferred*

Identification data; Data of personal characteristics; Data on social circumstances; Academic and professional data; Economic-financial and insurance 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.*

Health information

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

The data will be transferred while the collaboration agreement between the parties is in force.

*Nature of the processing*

The processing includes the collection, recording, structuring, alteration, storage, consultation and communication of the data, when necessary.

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

Manage the exchange of students between the two Parties. There is no further processing envisaged.

*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 by the parties in accordance with the obligations established by their respective national regulations.

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

Not applicable.

1. **COMPETENT SUPERVISORY AUTHORITY**

*Identify the competent supervisory authority/ies in accordance with Clause 13*

Autoritat Catalana de Protecció de Dades ([www.apdcat.cat](http://www.apdcat.cat)) **ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

***Archiving and storage of paper documentation****: The storage of the supports or documents will be carried out in accordance with the criteria provided in their respective legislation. These criteria must guarantee the correct conservation of the documents, the location and consultation of the information and enable the exercise of the rights of opposition to the treatment, access, rectification and cancellation. The cabinets or other elements in which the files with personal data are stored must be protected with access doors equipped with key opening systems or other equivalent device. The cabinets or other elements must remain closed when access to the documents included in the file is not required.*

***Management of supports and documents:*** *When personal data is stored on portable devices or processed outside the installations of the controller it will be necessary to adopt sufficient security measures to guarantee the integrity, confidentiality and availability of the data. In the transfer of documentation, measures shall be taken to avoid the theft, loss or improper access to the information during its transportation. Whenever any document or medium that contains personal data is to be discarded, it must be destroyed or erased, through the adoption of measures aimed at preventing access to the information contained therein or its subsequent recovery. Any temporary file or working copy will be deleted or destroyed once it is no longer necessary for the purposes that motivated its creation.*

***Access control****: Users will have access only to those resources that they need for the development of their functions. The controller will adopt the necessary measures so that the staff knows in an understandable way the security regulations that affect the development of their functions as well as the consequences that could be incurred in case of non-compliance.*

***Registration and notification of incidents****: There must be a procedure for notification and management of incidents that affect personal data and establish a record in which the type of incident is recorded, the moment in which it has occurred, or where appropriate, detected, the person who makes the notification, to whom it is communicated, the effects that would have been derived from it and the corrective measures applied.*

***Identification and authentication****: The controller will establish a mechanism that allows the unequivocal and personalized identification of all those users who try to access the information system and the verification that they are authorized. When the authentication mechanism is based on the existence of passwords, these must meet minimum complexity requirements and must be changed at least every 6 months. The controller will establish a mechanism that limits the possibility of repeatedly attempting unauthorized access to the information system.*

***Backups****: Action procedures must be established for making backup copies at least weekly, unless there has been no update of the data in that period. Likewise, procedures will be established for the recovery of the data that guarantee at all times its reconstruction in the state in which it was at the time of the loss or destruction.*

 Dr./ …………..

Vice-Rector for Rector

Internationalization Policy,

On behalf of the Rector

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 of 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 2021/95. [↑](#footnote-ref-1)
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. [↑](#footnote-ref-2)
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. [↑](#footnote-ref-3)
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. [↑](#footnote-ref-4)
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. [↑](#footnote-ref-5)