

University of Hertfordshire **UH**

Date: _____

UNIVERSITY OF HERTFORDSHIRE HIGHER EDUCATION CORPORATION

- And -

STONY BROOK UNIVERSITY

INTERNATIONAL ACADEMIC EXCHANGE AGREEMENT

INTERNATIONAL ACADEMIC EXCHANGE AGREEMENT

THIS AGREEMENT IS MADE ON

2019

BETWEEN:

1. **UNIVERSITY OF HERTFORDSHIRE HIGHER EDUCATION CORPORATION** a higher education corporation created by the Education Reform Act 1988 and the Further and Higher Education Act 1992 whose principal place of business is at College Lane, Hatfield, Hertfordshire, AL10 9AB United Kingdom (“**University**”), and
2. **STONY BROOK UNIVERSITY** of 100 Nicolls Road, Stony Brook, NY 11790 (“**SBU**”)

BACKGROUND:

- (A) The University has for many years been offering higher educational services in the United Kingdom, has developed a substantial expertise in this field and is empowered by Her Majesty's Government to award higher education qualifications including Bachelor, Master, Doctorate and Higher Doctorate degrees.
- (B) Part of the State University of New York system, SBU has grown tremendously and is now recognized as one of the nation's important centres of learning and scholarship - carrying out the mandate given by the State Board of Regents in 1960 to become a university that would “stand with the finest in the country.”
- (C) Each Institution agrees, that where appropriate, it shall encourage its qualified students to enrol at the other Institution in accordance with the terms of this International Academic Exchange Agreement (“**Agreement**”). In keeping with their respective institutional mandates and policies, both Institutions agree to manage the programme of exchange according to this Agreement.

AGREED TERMS:

DEFINITIONS

- 1.1. Definitions - the following terms and expressions will have the following meaning unless the context otherwise requires:
 - “**Academic Exchange Period**” means the duration of the exchange which may vary in length for any Exchange Student from a minimum of one (1) semester (or applicable equivalent) to a maximum of one (1) academic year (consisting of two (2) semesters (or applicable equivalent));

- **“Agreement”** means this International Academic Exchange Agreement for students;
- **“Commencement Date”** means the date on which this Agreement takes effect as set out above;
- **“Exchange Programme”** means the institutional academic co-operation exchange programme between the Institutions as set out in this Agreement;
- **“Exchange Student”** means a student enrolled in the Exchange Programme;
- **“Exchange Programme Manager”** means the person at each Institution appointed by that Institution to manage and implement this Agreement;
- **“Home Institution”** means the Institution at which the Exchange Student is enrolled as a full-time student;
- **“Host Institution”** means the Institution that receives the Exchange Student during the Academic Exchange Period.
- **“Institution”** means either the University or SBU (as the case may be), and
- **“Institutions”** means both of the University and SBU.

STUDENT EXCHANGE

The Institutions agree to the following, concerning student exchanges:

- 2.1 Each Home Institution is responsible for informing their Exchange Students of the terms of this Agreement as they apply to the Exchange Students.
- 2.2 Each Institution will use all reasonable endeavours to exchange an equal number of students per academic year, with parity intended to be reached over five (5) consecutive academic years. If either Institution is unable to identify students for a simultaneous exchange, the reciprocal exchange should generally begin the next academic year. The maximum number of Exchange Students from each Institution to be exchanged in each academic year shall be 2 students for a semester or 4 students for a full year. If there is an imbalance in the number of Exchange Students at the end of each semester, then the Institution with the lower number of Exchange Students may use its discretion to accept fewer Exchange Students in the following semester(s) until the balance is restored.
- 2.3 The Home Institution will invite applications from its students and recommend students to the Host Institution for invitation to the Exchange Programme. The Host Institution must be notified of the recommendation at least three (3) months prior to the intended commencement date of the Academic Exchange Period unless otherwise agreed in writing by the Institutions. The Host Institution Exchange Programme Manager shall make the final selection of students, after taking into consideration qualification, prerequisites and available space on the selected courses, and shall notify successful candidates via the Home Institution Exchange Programme Manager normally not later than two (2) months prior to the beginning of the Academic Exchange Period. However, for the avoidance of doubt, the decision of the Host Institution Programme Manager shall be final and no Institution shall be compelled to accept any students from the other Institution under the Exchange Programme.

- 2.4 The Host Institution, in consultation with the Home Institution, will assess the language proficiency and other prerequisites required for each course in which the Exchange Student intends to enroll. The Host Institution will ensure that each Exchange Student meets the prerequisites for enrolment and takes only those courses approved by their Home Institution's academic advisors.
- 2.5 The Home Institution will register and collect tuition fees for their Exchange Students for the Academic Exchange Period. Exchange Students will be registered as 'an exchange student/non-degree student (or similar designation)' at the Host Institution for the Academic Exchange Period, and the Host Institution will not charge the Exchange Student any tuition fees for that period. The Home Institution will inform their Exchange Students they will be subject to the Host Institution's policies and regulations (including those relating to intellectual property) during the Academic Exchange Period and will be required to pay fees for student activities, membership in student societies and related administrative fees at the Host Institution where such additional fees are charged to the Host Institutions' other degree students.
- 2.6 Upon the Exchange Student's successful completion of their Academic Exchange Period, the Host Institution will, subject to compliance with Data Protection Legislation, and its own policies and procedures, issue to the Home Institution the Exchange Student's academic transcript of results and the Home Institution shall apply those results to the Exchange Student's academic record at the Home Institution in accordance with the Home Institution's policies and procedures. Exchange Students will receive an academic transcript of results from the Host Institution in accordance with the Host Institution's policies and procedures and applicable laws.
- 2.7 Participation in the Exchange Programme does not constitute or guarantee admission at a later date as a regular student to the Host Institution nor does it establish residence in the respective jurisdictions of the Institutions.
- 2.8 The Host Institution will (consistent with its policies and so far as it is legally able to do so) make available to the Exchange Students those student services generally available to all students enrolled in its programme during the Academic Exchange Period.
- 2.9 The Host Institution will evaluate the academic performance of all Exchange Students using the same criteria used for students enrolled in the same programme of the Host Institution.
- 2.10 Exchange Students' academic and non-academic conduct will be governed by the policies of the Host Institution during the Academic Exchange Period. In the event an Exchange Student is disciplined by the Host Institution, the Home Institution will, subject to compliance with the Data Protection Legislation and the Host Institution's policies and procedures, be advised of the details of the matter in order for the Home Institution to apply the discipline or sanction at the Home Institution as it determines. Discipline may include suspension or termination of an Exchange Student from the Exchange Programme.

- 2.11 In the event there is an academic appeal by the Exchange Student while participating in the Exchange Programme, the academic appeal process of the Host Institution will apply. The Home Institution agrees, subject to compliance with the Data Protection Legislation and the Home Institution's policies and procedures, to use reasonable endeavours to cooperate in the appeal process by providing documents and information as required.
- 2.12 Subject to compliance with the Data Protection Legislation and each Institution's respective policies and procedures, the Institutions agree to cooperate with each other to provide materials, responses and such other support as may be reasonably required in the event that Exchange Students from either Institution are able to access the UK Office of the Independent Adjudicator ("OIA"), after completing the internal processes of the respective Institution, in accordance with the procedures of the OIA.
- 2.13 Prior to departure from the home country, the Home Institution will provide the Exchange Student with a pre-departure briefing. On arrival at the host country the Host Institution will provide the Exchange Student with an orientation to the host country and the Host Institution.
- 2.14 The Home Institution will ensure that its Exchange Students understand that the Exchange Students are solely responsible for:
- a) obtaining at their own cost passports, visas and other travel documents. Acceptance by the Host Institution into an Exchange Programme does not guarantee that the Exchange Student will obtain a visa or necessary travel documents to enter the host country;
 - b) meeting all entry requirements of the host country;
 - c) finding and paying for their own accommodation and living expenses. However, the Host Institution will make all reasonable efforts to provide incoming Exchange Students with assistance in finding residential accommodation for the Academic Exchange Period, provided the Host Institution's application procedures are fulfilled;
 - d) cost of travel expenses to and from the host country and within the host country;
 - e) purchasing at their own cost all books, equipment and consumables;
 - f) obtaining at their own cost any additional health insurance, medical expense or vaccinations when required by the Host Institution; and
 - g) any other incidental expenses.
- 2.15 The Host Institution bears no responsibility for providing funds to an Exchange Student for any purpose.
- 2.16 The Home Institution will confirm with their Exchange Students that the students' stay in the host country is determined by the terms of their visas or other travel documents, and that any breach of the conditions of their visa or travel documents could result in the students no longer being permitted to stay in the host country to complete the Academic Exchange Period.
- 2.17 The Home Institution will ensure that its Exchange Students understand that neither the Home Institution nor the Host Institution will issue any academic

- credits to an Exchange Student if an Exchange Student does not successfully complete their studies during the Academic Exchange Period.
- 2.18 Each Institution will bear its own costs in relation to the Exchange Programme unless both Institutions agree otherwise.

GENERAL TERMS OF THE AGREEMENT

3.1 Duration of the Agreement

This Agreement will become effective as of the Commencement Date and shall be effective for five (5) years or until earlier terminated by either Institution in accordance with the terms of this Agreement. This Agreement may be renewed for successive additional periods as may be agreed in writing between the Institutions.

3.2 Termination of the Agreement

Either Institution may terminate this Agreement at any time for any reason by providing no less than twelve (12) months prior written notice to the other Institution.

- 3.3 Notwithstanding the termination of this Agreement for any reason, each Institution agrees that it will continue to honour and fulfill its responsibilities to Exchange Students that are enrolled and already studying at its Institution until the completion of the respective Academic Exchange Period.

- 3.4 Upon termination of this Agreement for any reason:

3.4.1 no new Exchange Students shall be admitted to an Exchange Programme at the Host Institution (where for the avoidance of doubt this clause 3.4.1 shall have no effect on the ability of the Host Institution to offer such programme outside of the terms of this Agreement to any student); and

3.4.2 each Institution shall cease to use the name and/or logo of the other Institution.

- 3.5 Subject as otherwise provided herein and to any rights and obligations which may have accrued prior to termination, neither of the Institutions shall have any further obligation to the other under this Agreement after termination.

3.6 Assignment

This Agreement shall not be assignable by either Institution.

3.7 Exchange Programme Manager

Each Institution will designate an individual to act as the Exchange Programme Manager and who will liaise with his or her counterpart appointed by the other

Institution for the purpose of managing and implementing the Academic Exchange Programme. It is understood that the Exchange Programme Managers will draw on available resources, financial and otherwise, from their respective Institutions to carry out this function.

3.8 Amendment

No modification or amendment to this Agreement may be made unless agreed to by both Institutions in writing. The Institutions agree that any modification or amendment to this Agreement shall become effective upon a date agreed to by the respective Institutions in writing but shall not affect those Exchange Students participating in the Exchange Programme on the effective date of the said modification or amendment unless otherwise agreed to by both Institutions in writing that the said Exchange Students shall be subject to such modification or amendment.

3.9 Authority to Bind the Home and Host Institution

Neither Institution shall incur any debt or obligation on behalf of the other Institution except as permitted by written authority of the other Institution.

3.10 Severability

If any provision in this Agreement shall be determined to be invalid, void, illegal or unenforceable in whole or in part for any reason whatsoever, it shall be severable from all other provisions and shall not in any way affect or impair the validity of this Agreement.

3.11 Notice

Any notice to be served on either of the Institutions by the other shall be sent by registered (if applicable, air mail) post at the addresses given herein and shall be deemed to have been received by the recipient fourteen (14) calendar days after the date stated on the registered slip. Neither party accepts legal service by email or by fax.

Stony Brook University

Attention: Study Abroad Office

Address: 100 Nicolls Road, Stony Brook, NY 11790

University of Hertfordshire

Attention: Secretary and Registrar

Address: College Lane, Hatfield, Herts AL10 9AB, UK

3.12 Dispute Resolution

Both Institutions will be responsible for undertaking a joint regular review of the Exchange Programme and its operation on a yearly basis, or more frequently as needed. Should a dispute arise in the interpretation or application of the agreement or the operation of the student exchanges, the senior administrators at both Institutions will consult and negotiate a resolution to the dispute.

3.13 Intellectual Property and use of names and logos

Any intellectual property rights owned by an Institution before the date of this Agreement and during the term of this Agreement will remain the property of that Institution. Nothing contained in this Agreement will affect the absolute ownership rights of any Institution in such Institution's intellectual property rights. For the avoidance of doubt, no licences are granted under this Agreement.

In the event that either Institution wishes to use the name and/or logo of the other Institution for any purposes, including without limitation for the purposes of marketing or recruitment, such Institution shall obtain the written consent of the other Institution in advance of such use.

Neither of the Institutions shall publish any institutional marketing material (excluding student testimonials and related documentation) relating to this Agreement without the prior written consent of the other Institution and undertake that the wording for any such marketing materials shall be agreed jointly between the Institutions prior to its use.

3.14 Non Discrimination

Each Institution confirms that it shall not unlawfully discriminate directly or indirectly (whether in age, race, gender, colour, religion, nationality, disability, sexual orientation or otherwise) in the provision of its services to Exchange Students under this Agreement.

3.15 This Agreement contains the entire agreement between the Institutions with respect to the subject matter hereof, and supersedes all previous discussions, agreements, arrangements and understandings between the Institutions with respect thereof. Each Institution acknowledges that in entering this Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

3.16 Each Institution shall bear its own liability for any tax, duties or any other costs chargeable to such Institution in respect of its participation in the arrangements set out under this Agreement.

3.17 Data Protection

3.17.1 Each Institution will comply with the provisions of Schedule 1.

3.18 Except as set out in this Agreement, all warranties, conditions, undertakings and other terms implied by statute, common law, custom, trade or usage, course of dealings or otherwise (including without limitation as to quality, performance or fitness or suitability for purpose) in respect of any service to be provided by either Institution under this Agreement are hereby excluded to the fullest extent permitted by law.

3.19 Anti-Bribery: Anti-Corruption: Anti-Tax Evasion and Counter-Terrorism

3.19.1 SBU must at all times:

3.19.1.1 comply with all applicable laws, regulations, codes relating to anti-bribery, anti-corruption and anti-tax evasion, including the Bribery Act 2010 and the Criminal Finances Act 2017

3.19.1.2 comply with the University's anti-bribery and anti-corruption policies as published from time to time (current versions of which are available from <http://sitem.herts.ac.uk/secreg/upr/GV12.htm>);

3.19.1.3 commit to the prevention of any form of tax evasion in any areas of its business, in line with the University's statement regarding the Criminal Finances Act 2017 (available at: <https://www.herts.ac.uk/about-us/legal/criminal-finances-act-2017>); and promptly report to the University any request or demand for any undue financial or other advantage of any kind received by SBU or by any of SBU's Team in connection with this Agreement.

3.19.2 In this Agreement, "CTSA" means the Counter Terrorism and Security Act 2015 and any subordinate legislation made under that Act from time to time. SBU acknowledges that the University is at the date of the Agreement a Specified Authority under section 26 of the CTSA. At all times during the term of this Agreement, SBU agrees to support the University in fulfilling its duties under the CTSA and shall on request provide the University with all assistance and information as the University may reasonably request to enable it to comply with its obligations under the CTSA.

3.20 Anti-Slavery and Anti-Human Trafficking

3.20.1 SBU acknowledges and agrees that the University must satisfy the requirements of the Modern Slavery Act 2015 (and any subordinate legislation made under that Act from time to time) to ensure that it stops or prevents actual or potential slavery and human trafficking ("slavery and human trafficking" has the meaning defined under section 54 of the Modern

Slavery Act) within its own operations and through its supply chains. To support the University's legal obligation, SBU shall:

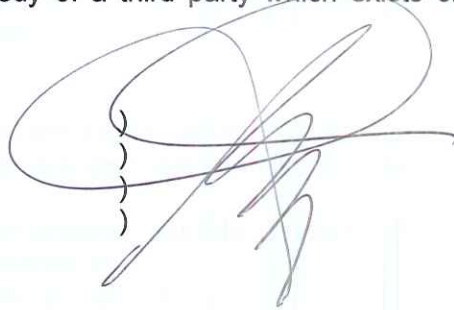
- 3.20.1.1 respond promptly to all slavery and human trafficking due diligence questionnaires issued by the University from time to time and ensure that its responses to such questionnaires are complete and accurate;
 - 3.20.1.2 notify the University as soon as it becomes aware of any actual or suspected slavery or human trafficking in any part of its business or in a supply chain which has a connection with this Agreement; and
 - 3.20.1.3 if any breach by SBU (or by anyone employed by it or acting on its behalf) or any part of this clause 3.20 is suspected or known, immediately notify the University and respond promptly to the University's enquiries and co-operate with any investigation.
- 3.20.2 In complying with clauses 3.20.1.1 to 3.20.1.3 above, SBU shall take appropriate account of any guidance or codes of practice issued by the relevant UK government department and conveyed to SBU by University concerning the Modern Slavery Act 2015.
- 3.20.3 The University may terminate this Agreement by written notice with immediate effect if SBU or any member of the supply chain for SBU which has a connection with this Agreement (and in all cases whether or not acting with SBU's knowledge) breaches clause 3.20.
- 3.21 SBU acknowledges that the University is subject to the requirements of the UK Freedom of Information Act 2000 and agrees to provide all necessary assistance as may be reasonably requested by the University to enable the University to comply with its obligations under that Act.
- 3.22 Nothing contained in this Agreement shall be construed to imply a legal partnership, or employer and employee, or principal and agent relationship between either of the Institutions. No Institution shall have any right, power or authority to create any obligation express or implied on behalf of the other Institution.
- 3.23 The failure of either Institution at any time to enforce any of the provisions of this Agreement or exercise any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.
- 3.24 This Agreement may be entered into by the Institutions on separate counterparts, each of which so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

3.25 No person who is not party to this Agreement shall have any right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

SIGNED BY

For and on behalf of

**UNIVERSITY OF HERTFORDSHIRE
HIGHER EDUCATION CORPORATION**



Name Sue Grant

Position Secretary and Registrar

Dated:..... 14/11/2019

Signed for and on behalf of
STONY BROOK UNIVERSITY



Name Dr Yi-Xian Qin

Position Acting Vice President/Vice Provost for Global Affairs

Dated:..... 11-27-2019

Schedule 1 Data Protection

In this Schedule 1, except where the context otherwise requires, the terms and expressions shall have the meanings as set out in the Agreement and in addition:

“Data Protection Legislation” means the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679) (GDPR) in addition to any other applicable laws in England relating to the processing of personal data and privacy and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in England and any successor legislation to the GDPR or the Data Protection Act 2018 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Part 1

1. The Institutions will comply with:

- 1.1 all applicable requirements of the Data Protection Legislation; and
- 1.2 the University’s data protection policies and regulations as published from time to time (publicly available on the University’s website (<http://sitem.herts.ac.uk/secreg/upr/IM08.htm>) (the “**Data Protection UPRs**”), including where relevant, without prejudice to the generality of the foregoing, the specific clauses and appendices of the Data Protection UPRs which relate to the transfer of data between jurisdictions

and shall obtain and maintain appropriate data protection notification entries in accordance with the Data Protection Legislation. This clause 1 is in addition to, and does not relieve, remove or replace, each Institution’s obligations under the Data Protection Legislation.

2. Each Institution acknowledges that for the purposes of the Data Protection Legislation, either Institution may be a Data Controller or a Data Processor (where “**Data Controller**” and “**Data Processor**” have the meanings as defined in the Data Protection Legislation).
3. Without prejudice to the generality of clause 1, where an Institution is a Data Controller, it will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of Personal Data and/or Special Categories of Personal Data (as defined in the Data Protection Legislation), hereafter defined as “**Personal Information**” to the other Institution for the duration and purposes of this Agreement.
4. Without prejudice to the generality of clause 1, where an Institution is a Data Processor (the “**Processing Institution**”), it shall, in relation to any Personal

Information processed in connection with the performance by it of its obligations under this Agreement:

- 4.1 process that Personal Information strictly in accordance with the terms of this Agreement and only on the written instructions of the Data Controller unless the Processing Institution is otherwise required by the laws of any member of the European Union or by the laws of the European Union applicable to the Processing Party in relation to the processing of Personal Information (“Applicable Laws”). Where the Processing Institution is relying on Applicable Laws as the basis for processing Personal Information, the Processing Institution shall promptly notify the other Institution of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Processing Institution from so notifying the other Institution. In this situation the Data Controller is entitled to suspend the use of the Personal Information by the Processing Institution and/or terminate this Agreement;
- 4.2 not use the Personal Information for any purpose which may be inconsistent with those notified to the Data Subject (where “Data Subject” has the meaning in the Data Protection Legislation) on or before collection provided that the Data Controller has provided that information to the Processing Institution;
- 4.3 ensure that it has in place appropriate technical and organisational measures, reviewed and approved (where appropriate) by the Data Controller, to protect against unauthorised or unlawful processing of Personal Information and against accidental loss or destruction of, or damage to, Personal Information (including adequate back up procedures and disaster recovery systems), appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected. Such measures shall have regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Information, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Information can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 4.4 ensure that only its employees or other staff who may be required during the course of their employment to perform tasks relating to the performance of the obligations under this Agreement shall have access to the Personal Information and that all personnel who have access to and/or process Personal Information have undergone training on data protection law and the care and handling of Personal Information and are obliged to keep the Personal Information confidential;

- 4.5 not disclose the Personal Information to any third party in any circumstances other than at the specific request of the Data Controller or as otherwise specified in this Agreement;
- 4.6 notify the Data Controller of any request received from Data Subjects, without responding to that request, and assist the Data Controller promptly in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators. The Data Controller shall reimburse the Processing Institution its reasonable costs which the Processing Institution may incur in complying with this requirement;
- 4.7 notify the Data Controller forthwith on becoming aware of any unauthorised or unlawful processing, use of, or access to the Personal Information, or any theft of, loss of, damage to or destruction of the Personal Information (a "Security Incident") or any breach of this Schedule and upon receipt of any notice or communication from any data protection authority with jurisdiction over the processing of the Personal Information (the "Supervisory Authority") which relates directly or indirectly to the processing of Personal Information whether pursuant to this Agreement or otherwise;
- 4.8 in the event of a Security Incident, the Processing Institution shall provide the Data Controller with full co-operation and assistance in dealing with the Security Incident, in particular in relation to resolving any data privacy or security issues involving any Personal Information, and making any appropriate notifications to individuals affected by the Security Incident or to any Supervisory Authority. The Processing Institution shall investigate the Security Incident in the most expedient time possible and shall then provide the Data Controller as soon as possible thereafter with a detailed description of the Security Incident, the type of data that was the subject of the Security Incident, and any other information that the Data Controller may request concerning the Security Incident. The Processing Institution shall take all steps necessary to prevent a repeat of the Security Incident and shall consult with and agree those steps with the Data Controller unless immediate steps need to be taken and it is impractical to consult with the Data Controller in that respect;
- 4.9 at the written direction of the Data Controller, delete or return Personal Information and copies thereof to the Data Controller on termination of this Agreement unless required by Applicable Laws to store the Personal Information; and
- 4.10 maintain complete and accurate records and information to demonstrate its compliance with this Schedule and allow for audits by the Data Controller or the Data Controller's designated auditor of the data processing facilities, procedures and documentation.

- 5 Where an Institution is a Data Processor, it shall seek the Data Controller's prior written consent before appointing any third-party processor of Personal Information under this Agreement and shall not assign, transfer or sub-contract any right or obligation under this Schedule without the Data Controller's prior written consent.
- 6 On termination of this Agreement the Processing Institution will cease processing the Personal Information and return the Personal Information to the Data Controller, or destroy the Personal Information as the Data Controller requests.
- 7 The Processing Institution shall on demand indemnify the other Institution from and against all costs, claims, demands, expenses (including legal costs and disbursements), losses, actions, proceedings and liabilities of whatsoever nature arising from or incurred by the other Institution as a result of unauthorised or unlawful processing of the Personal Information by the Processing Institution or any loss or destruction of or damage to such Personal Information caused by any act or omission of the Processing Institution. The aggregate liability of the Processing Party to the other Party under this clause 7 shall not exceed £5million.
- 8 The Institutions shall agree to any reasonable amendment to this Schedule to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular to reflect any European General Data Protection Regulation (2016/679) introduced after the date of this Agreement, or to allow each of the Parties to comply with any requirement or recommendation of any Supervisory Authority in relation to the processing of Personal Information.
- 9 In the event of any conflict between the provisions of this Schedule and the Data Protection UPRs, the Data Protection UPRs shall prevail.

Part 2

In circumstances where the University transfers Personal Information outside the EEA (where the University is the Data Controller and SBU is the importer of data (as defined in the Data Protection UPRs) and the Data Processor) the relevant provisions of the Data Protection UPRs shall take effect for the purposes of which the following clauses shall form the necessary Annex 1:

<p>Data exporter</p> <p>The data exporter is:</p>	<p>Providing individual students', applicants' and/or staff data to the data importer in order to facilitate the Exchange Programme.</p>
<p>Data importer</p> <p>The data importer is:</p>	<p>Receiving individual students', applicants' and/or staff data from the data exporter in order to facilitate the Exchange Programme.</p>
<p>Data subjects</p>	

<p>The personal data transferred concern the following categories of data subjects:</p>	<p>Applicants and students of the data exporter whose applications and/or student records are provided to the data importer to facilitate the Exchange Programme.</p>
<p>Categories of data</p> <p>The personal data transferred concern the following categories of data:</p>	<p>Name Date of Birth Address E-mail address Telephone number Unique identity number Academic records / references</p>
<p>Special categories of data (if appropriate)</p> <p>The personal data transferred concern the following special categories of data:</p>	<p>Ethnic origin Race Religion Health, including disability information</p>
<p>Processing operations</p> <p>The personal data transferred will be subject to the following basic processing activities:</p>	<p>Applicants' and students' application and/or student records will be processed by the data importer and data exporter in order to facilitate the Exchange Programme. It will also be processed by the data exporter for their student records and in order to assess and communicate their academic results.</p>