



AGREEMENT ON STUDENT EXCHANGE

between

SAINT-PETERSBURG UNIVERSITY, RUSSIAN FEDERATION

and

ERASMUS UNIVERSITY ROTTERDAM, THE NETHERLANDS

This Agreement is made between the Federal State Budgetary Educational Institution of Higher Education, Saint-Petersburg State University (hereinafter referred to as "Saint-Petersburg University/SPbU"), having its principal office at Universitetskaya emb. 7/9, 199034, Saint-Petersburg, Russian Federation, duly represented by Vice-Rector for International Affairs Sergey Andryushin, acting on the basis of proxy dated 26.12.2018 № 28-21-503, on the one part,

and Erasmus University Rotterdam, a legal entity governed by public law with registered offices at Rotterdam, the Netherlands, registered at the Netherlands Chambers of Commerce under number 24495550, with premises at Burgemeester Oudlaan 50, 3062 PA Rotterdam, for the purpose of this Agreement lawfully represented by K.F.B. Bael MSc, President of the Executive Board, acting on the bases of the University Charta, on the other part,

hereinafter collectively referred to as Parties,

agreed to continue their academic cooperation and have prepared to that effect the following Agreement on Student Exchange (hereinafter referred to as the "Agreement").

§ 1

1.1. The Parties will conduct exchange of undergraduate and graduate students for non-degree studies *in the fields of Law, Liberal Arts and Sciences, Journalism and Mass Communications, History, Economics and Philosophy* in accordance with the rules and regulations set in this Agreement.

§ 2

The Parties agree to set following terms and conditions for student exchange:

2.1. The total number of exchange students per one academic year from each Party shall not exceed 6 (six) undergraduate or graduate students for study period of one term or 3 (three) for study period of one academic year. In the exceptional cases the exchange period can be prolonged for more than it is stipulated in this Agreement. The Parties strive to distribute the candidates for exchanges evenly throughout the academic year and keep the balance of number of exchange students from each university annually.

2.2. Students will be selected by their home university on the basis of academic merit and suitability for study at the host university, which includes meeting the host university's English language requirements. The selection process shall consist of stringent evaluation of the student's previous academic record, English language proficiency needed for the exchange programme of choice, motivation, and overall potential to succeed in an international academic environment. Native students and students who have completed, or are currently enrolled in a bachelor's course at university level in English will be exempted from taking a TOEFL and IELTS tests.



The names and details of the students shall be submitted to the host university beforehand for approval. The host university reserves the right to reject candidates, in which case additional candidates may be proposed.

2.3. Applications to SPbU should be received by May 1 for the Fall term/whole academic year, and October 10 for the Spring Term. Applications to the Erasmus University should be received by May 1 for the Fall term, and October 1 for the Spring term.

2.4. Exchange students shall be enrolled as non-degree students at the host university with credit to be transferred back to the home university. Students shall be exempt from paying tuition and academic fees to the host university but shall pay tuition fees at the home university, if applicable. Exchange students have to pay all other compulsory fees as according to the rules and regulations of the host university. Exchange students shall be informed about all compulsory fees in advance.

2.5. All the expenses related to participation in the exchange in accordance with this Agreement, including visa related expenses, medical insurance expenses, travel expenses as well as accommodation and living costs and any additional expenses connected to the participation in the exchange shall be covered by the exchange student, or by the home university, or by the third party where available.

2.6. Each university shall make every reasonable effort to assist exchange students in finding suitable accommodation.

2.7. All hospital and other medical expenses are the responsibility of the student, and each exchange student under this agreement must purchase insurance to cover medical contingencies while in the host country.

2.8. Students who participate in the exchange program will be awarded grades and credits in accordance with the academic policies and regulations of the host university. All the exchange students receive a transcript of records at the end of the exchange period. The Transcript of Records will be issued by the receiving institution not later than 1 (one) month after the end of the exchange period. If the transcript cannot be given directly to the student in accordance with the host university rules, the transcript will be provided to the home university.

2.9. Exchange students shall follow the rules of the host university and the law of the host country. Any infringement of the given rules and laws can be subject to pre-term dismissal from the host university.

2.10. All the exchange students will be enrolled on an equivalent base and given the same privileges as the other students in the host university. Exchange students are not subject to the same scholarship payments that are available for host university students.

2.11. The Parties will assist exchange students in all practical and academic matters, especially concerning obtaining visa, accommodation, and academic integration.

2.12. Partner institutions agree to provide appropriate assistance, which assumes no financial obligations of corresponding institution, in repaying accommodation debt in case such arise during mobility period of student at the host university.

§ 3

3.1. The Parties can, by mutual written consent, introduce changes and additions to this Agreement in order to improve the effectiveness of cooperation.



3.2. Each Party shall not use names and logos of the other Party without its prior written consent, if not related directly to the performance of obligations under the present Agreement, except as provided by law.

3.3. This Agreement shall become effective on the date of signing for five years. Thereafter it shall be automatically renewed from year to year; however, after the initial five-year period either university may terminate the agreement at the end of a given year by giving six-month notice of such intent in writing. Any termination will not interfere with activity or activities already in progress.

3.4. At Erasmus University Rotterdam, the management of the exchange will be the responsibility of the International Office and at Saint-Petersburg University it will be the responsibility of the International Academic Cooperation Department.

Contact Person at Erasmus University Rotterdam

Agreement	In- and outgoing students
Ms. Jikke Verheij, Director International Office Phone: +31 6 12216378 Email: jikke.verheij@eur.nl	International Office Erasmus internationaloffice@eur.nl

Contact Persons at SPbU:

Agreement	Outgoing Students from St. Petersburg	Incoming Students to St. Petersburg
Ms. Anna V. Porodina The Head of the International Academic Cooperation Department Phone: +7 8123287562 Universitetskaya emb., 7/9 199034, St. Petersburg Russia Email: a.porodina@spbu.ru	Mr. Maksim A. Kireev Outgoing Mobility Coordinator, International Academic Cooperation Department Phone: +7 812 328 75 62 Universitetskaya emb., 7/9 199034, St. Petersburg, Russia Email: m.a.kireev@spbu.ru	Ms. Ekaterina Y. Petryanina Incoming mobility Coordinator, International Academic Cooperation Department Phone: +7 812 328 75 62 Universitetskaya emb., 7/9 199034, St. Petersburg, Russia Email: e.petryanina@spbu.ru

3.5. Should any dispute, disagreement or claim arise between the Parties in concern of this Agreement, the Parties shall try to settle them by negotiations. In the event that the process of discussion and mutual consultation fails to achieve a resolution of the disagreement which is acceptable to both Parties, the Parties shall refer the dispute to proceedings under the ICC Mediation Rules. The commencement of proceedings under the ICC Mediation Rules shall not prevent any party from commencing arbitration in accordance with sub-clause 3.6 below.

3.6. All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

§ 4

4.1. Every Party in this Partnership agreement has a responsibility to ensure that the Personal Data of Students that will be subject to Data Processing are accurate and up-to-date, and will be well protected as required under the General Data Protection Regulation (GDPR). A data processor agreement is attached to this agreement. This agreement arranges the safe and conscious sharing of student data between Partners.

4.1 Both universities in this Agreement have a responsibility to inform the students as follows:



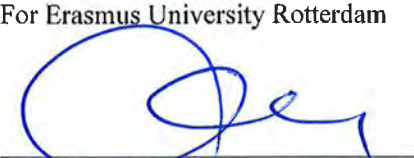
- The purposes for which the university will store and process their personal data: both universities need to process the personal data in order to perform their educational and administrative purposes and responsibilities to students and others;
 - That the data processing will take place before, during the exchange program;
 - That both universities may disclose the personal data to other bodies outside of the university in order to fulfil its aforementioned responsibilities and purposes. Such bodies include but are not limited to: EACEA.
- 4.2 For the transfer of personal data outside the European Economic Area the universities will take additional measures, such as but not limited to the use of standard contractual clauses, made without prejudice to the application of national provisions adopted pursuant to Directive 95/46/EC or to Directive 2002//58/EC of the European Parliament and of the Council concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications) (1), in particular as far as the sending of commercial communications for the purposes of direct marketing is concerned.
- 4.3 When data processing is outsourced to a third Party, a separate Data Processing Agreement must be signed between the Universities and the relevant third Party.
- 4.4 Every Party in this Partnership Agreement has a responsibility to ensure that the Personal Data of Students that will be subject to Data Processing are accurate and up-to-date, and will be well protected as required under the General Data Protection Regulation (GDPR). A data processor agreement is attached to this agreement. This agreement arranges the safe and conscious sharing of student data between Partners.”

This Agreement is prepared in two original copies in English; one copy for each Party.

For Federal State Budgetary Educational Institution
of Higher Education «Saint-Petersburg State
University»

Sergey Andryushin
Vice-Rector for International Affairs
Date: 29.05.2019

For Erasmus University Rotterdam


Kristel Baele
President Erasmus University Rotterdam
Date: 24-10-2019





FRAMEWORK AGREEMENT FOR COOPERATION

between

**SAINT-PETERSBURG UNIVERSITY,
RUSSIAN FEDERATION**

and

ERASMUS UNIVERSITY ROTTERDAM, THE NETHERLANDS

This Agreement is made between the Federal State Budgetary Educational Institution of Higher Education, Saint-Petersburg State University (hereinafter referred to as "Saint-Petersburg University/SPbU"), having its principal office at Universitetskaya emb. 7/9, 199304 Saint-Petersburg, Russian Federation, duly represented by Vice-Rector for International Affairs Sergey Andryushin, acting on the basis of proxy dated 26.12.2018 № 28-21-503, on the one part,

and Erasmus University Rotterdam (represented by Erasmus School of History Culture and Communication (ESHCC), Erasmus School of Law (ESL) and Erasmus University College (EUC)), a legal entity governed by public law with registered offices at Rotterdam, the Netherlands, registered at the Netherlands Chambers of Commerce under number 24495550, with premises at Burgemeester Oudlaan 50, 3062 PA Rotterdam, for the purpose of this Agreement lawfully represented by K.F.B. Baele MSc, President of the Executive Board, acting on the bases of the University Charta, on the other part,

hereinafter collectively referred to as Parties,

enter into this Framework Agreement for Cooperation (hereinafter referred to as "Agreement") from the date of and agree to the following:

1. OBJECTIVES OF THE AGREEMENT

1.1 This cooperation shall include but not be limited to:

- a) the development of collaborative research projects;
- b) the organisation of joint academic and scientific activities, such as courses, conferences, seminars, symposia or lectures;
- c) academic and scientific exchange;
- d) students exchange;
- e) the exchange of publications and other informational materials of common interest.

2. GENERAL PROVISIONS

2.1 In order to carry out and fulfil the aims of the Agreement, the Parties will work out and sign the annexes to this Agreement.

- 2.2 Either Party may initiate proposals for activities under this Agreement.
- 2.3 Specific details of any activity can be set forth in the annexes to this Agreement upon signing by the authorised representatives of each Party.
- 2.4 The annexes may include such items as number and period of student and staff exchange, budgets and sources of financing, the responsibilities of each Party for the agreed upon activity and other items necessary for the efficient achievement of the activity.

3. INTELLECTUAL PROPERTY

- 3.1 The Parties agree to abide by intellectual property rights of each Party created before the conclusion of the present Agreement.
- 3.2 The intellectual property rights created under the present Agreement will belong to the Party created the intellectual property.
- 3.3 In respect to intellectual property jointly created by the Parties under the present Agreement the Parties agree to conclude a separate agreement on the legal protection, deployment and ensuring of confidentiality of such intellectual property.

4. DURATION AND TERMINATION OF THE AGREEMENT

- 4.1 The Agreement shall become effective on the date that it is signed by the Parties and shall be valid for a period of 5 (five) years till 31.12.2023, but may be renewed by mutual written consent.
- 4.2 Any changes to the Agreement shall be subject to the written consent of both Parties.
- 4.3 This Agreement may be terminated by either Party at any time provided that the terminating Party gives written notice of its intention at least six months prior to termination.

5. FINAL PROVISIONS

- 5.1 Should any dispute or disagreement arise between the Parties connected with or concerning the Agreement, the Parties shall first try to resolve the dispute by negotiations. If the dispute has not been resolved by such negotiations within 30 days since the dispute arose, the Parties shall refer the dispute to proceedings under the ICC Mediation Rules. The commencement of proceedings under the ICC Mediation Rules shall not prevent any party from commencing arbitration in accordance with sub-clause 5.2 below.
- 5.2 All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
- 5.3 Both Parties shall not use names and logos of the other Party without its prior consent, if it is not directly related to the performance of obligations under this Agreement.
- 5.4 Two copies of this Agreement are signed in English; one copy for each Party.

6. PERSONAL DATA OF STUDENTS

- 6.1 Both universities in this Agreement have a responsibility to ensure that the personal data of students that will be subject to data processing are accurate and up-to-date, and will be well protected. Both universities understand that 'personal data' is to be understood as 'any information which relates to the student, and from which he or she can be identified'; and 'data processing' as 'collection and use of personal Data'.
- 6.2 Both universities in this Agreement have a responsibility to inform the students as follows:
 - The purposes for which the university will store and process their personal data: both universities need to process the personal data in order to perform their educational and administrative purposes and responsibilities to students and others;
 - That the data processing will take place before, during the exchange program;

- That both universities may disclose the personal data to other bodies outside of the university in order to fulfil its aforementioned responsibilities and purposes. Such bodies include but are not limited to: EACEA.

6.3 For the transfer of personal data outside the European Economic Area the universities will take additional measures, such as but not limited to the use of standard contractual clauses, made without prejudice to the application of national provisions adopted pursuant to Directive 95/46/EC or to Directive 2002/58/EC of the European Parliament and of the Council concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications) (1), in particular as far as the sending of commercial communications for the purposes of direct marketing is concerned.

6.4 When data processing is outsourced to a third Party, a separate Data Processing Agreement must be signed between the Universities and the relevant third Party.

6.5 Every Party in this Partnership Agreement has a responsibility to ensure that the Personal Data of Students that will be subject to Data Processing are accurate and up-to-date, and will be well protected as required under the General Data Protection Regulation (GDPR). A data processor agreement is attached to this agreement. This agreement arranges the safe and conscious sharing of student data between Partners.”

On behalf of
Erasmus University Rotterdam



Kristel Baele

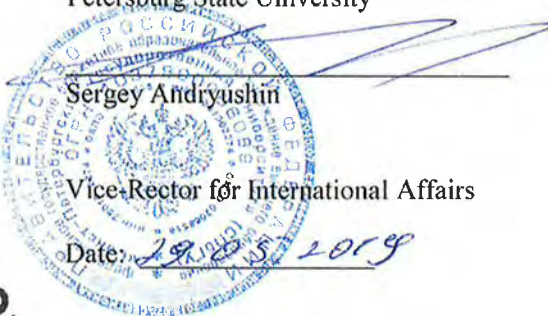
President Erasmus University Rotterdam

Date:

24-10-2019



On behalf of
Federal State Budgetary Educational
Institution of Higher Education “Saint-
Petersburg State University”



Sergey Andryushin

Vice-Rector for International Affairs

Date:

29.10.2019



EUROPEAN COMMISSION
DIRECTORATE-GENERAL JUSTICE

Directorate C: Fundamental rights and Union citizenship
Unit C.3: Data protection

Commission Decision C(2010)593

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: Erasmus University

Address: Burgemeester Oudlaan 50, 3062 PA Rotterdam, The Netherlands

Tel.: +31 6 12216378;

e-mail: jikke.verheij@eur.nl

Other information needed to identify the organisation:

Sanders (L) Building – International Office, Room L3-010
(the data exporter)

And

Name of the data importing organisation: Saint-Petersburg State University

Address: Universitetskaya nab. 7/9, 199034, Saint-Petersburg, Russian Federation

Tel.: +7 8123287562; e-mail: a.porodina@spbu.ru

Other information needed to identify the organisation:

International Academic Cooperation Department, room 206

(the data importer)

each a “party”; together “the parties”.

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1
Definitions

For the purposes of the Clauses:

- (a) *'personal data'*, *'special categories of data'*, *'process/processing'*, *'controller'*, *'processor'*, *'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data¹;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

¹ Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer²

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the

² Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, *inter alia*, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

- security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
 - (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
 - (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6
Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.
The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7
Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8
Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the

On behalf of the data exporter:

Name (written out in full): K.F.B.Baele, MSc

Position: Chair of Executive Board, Erasmus University

Address: Burgemeester Oudlaan 50, 3062 PA Rotterdam, The Netherlands

Other information necessary in order for the contract to be binding (if any):

Signature.....

(stamp of organisation)



On behalf of the data importer:

Name (written out in full): Sergey Andryushin

Position: Vice-Rector for International Affairs

Address: Universitetskaya nab. 7/9, 199034, Saint-Petersburg, Russian Federation

Other information necessary in order for the contract to be binding (if any):

Signature.....

(stamp of organisation)



data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely The Netherlands.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses³. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely The Netherlands.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph⁴1.

³ This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties. The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):
A university with the ambition to exchange students in and outside Europe on both bachelor and master level.

Data importer

The data importer is (please specify briefly activities relevant to the transfer):
A university with the ambition to exchange students in and outside Europe on both bachelor and master level.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):
Students.

Categories of data

The personal data transferred concern the following categories of data (please specify):
Identification data, contact & address data, (passport sized) photo(s) en study records.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):
Based on the (passport sized) photo it might be possible to derive the race and/or religion of the student.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

Processing data in administrative systems to enable the exchange education and use of facilities.

DATA EXPORTER

Name: K.F.B.Baele, MSc, Chair of Executive Board, Erasmus University

Authorised Signature

DATA IMPORTER

Name: Sergey Andryushin, Vice-Rector for International Affairs, Saint-Petersburg University

Authorised Signature



APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Please describe your technical and organisational measures taken to ensure that data is safely stored.

.....
.....
.....
.....

ILLUSTRATIVE INDEMNIFICATION CLAUSE (OPTIONAL)

Liability

The parties agree that if one party is held liable for a violation of the clauses committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred.

Indemnification is contingent upon:

- (a) the data exporter promptly notifying the data importer of a claim; and
- (b) the data importer being given the possibility to cooperate with the data exporter in the defence and settlement of the claim⁴.

⁴ Paragraph on liabilities is optional.