

**STUDENT EXCHANGE AGREEMENT
BETWEEN THE NEW SCHOOL
AND
UNIVERSITÀ IUAV DI VENEZIA**

The New School, through its division Parsons The New School for Design (“TNS”) and **UNIVERSITÀ IUAV DI VENEZIA (“IUAV”** University agree to institute a student exchange program between the two institutions (the “Agreement”).

1. The purpose of this Agreement is to promote and enhance educational and cultural opportunities by permitting each institution to send students to study at the other institution.

SELECTION OF PARTICIPANTS

2. Candidates will be selected by their home institution on the basis of individual academic accomplishment, seriousness of purpose, maturity, and appropriateness for study abroad at the host institution. The home institution will forward the name, academic record and supporting materials for the candidate(s) selected to the host institution at least three (3) months before the start of the semester or summer session. Each institution agrees to accept the recommended candidates. Candidates shall be rejected only after discussion with the home institution.
3. Both institutions will decide, after mutual consultation, on the number of students taking part in the program each academic year. The intention is for there to be a one-for-one exchange. However, a temporary imbalance may occur. The parties should make every effort to even out the exchange ratio over the following two years. If there is an imbalance, it will be corrected by the institution having sent the larger number of students reducing the number of students sent or the institution having sent the lesser number of students increasing the number of students sent until the balance is restored. No exchange of funds will occur between the two institutions.
4. This exchange program is open to graduate students only. Students may study on exchange for either the spring or fall semester. Students may study for either a semester or a year. Any extension of an Exchange Student's Exchange Period must be approved in advance by each institution in accordance with its extension application procedures. Any extensions will be considered when determining the exchange ratio.

In addition, IUAV offers intensive workshops outside of the regular academic calendar (each a "Workshop"). Under this Agreement, TNS students may participate in a Workshop as an Exchange Student and no tuition will be charged. For purposes of calculating the exchange numbers under this Agreement, each TNS student participating in a Workshop will count as .20 of an Exchange Student (i.e. 5 Workshop students equal 1 Exchange Student).

5. The host institution shall provide visiting students, in advance, with materials on enrollment and all pre-enrollment requirements (such as proof of immunization) and deadlines. Visiting students shall be responsible for complying for all such requirements and deadlines. The host institution agrees to assist visiting students in obtaining appropriate legal documents, housing accommodations, and other accommodations for the period of study. The host institution will

help prepare students for the student exchange experience with a detailed and thorough orientation upon arrival at the host institution.

APPLICATION PROCEDURE

6. Applications for students to study on exchange shall be prepared by the home institution in consultation with the host institution to ensure that all necessary information is collected for the creation of a visiting student record at the host institution.
7. Each institution will provide to the other institution, sufficiently prior to each semester or summer session, a comprehensive description and listing of the courses to be offered. In the event that changes are made after this information is transmitted, the institution will provide updated information to the contact listed below.
8. The New School contact responsible for all applications and other materials.

For inbound and outbound students:

Ralph Papillon

Coordinator of Global & Student Initiatives
72 Fifth Ave, 3rd Floor
New York, NY 10011
papillon@newschool.edu
212-229-8959 X3426

IUAV contact responsible for applications and other materials.

Maria Gatto

Responsible International Mobility Office
Università Iuav di Venezia
S. Croce, 601 -Campo de la lana
30135 Venice, ITALY
mobilita.studenti@iuav.it
international@iuav.it
+39 (0)41 2571402

PAYMENTS OF TUITION AND ADDITIONAL FEES

9. Students will pay tuition to their home institution. The host institution and the home institution must verify the student's payment. The host institution will not charge tuition to visiting students enrolling through this exchange agreement. Both institutions shall waive application fees and tuition deposits.
10. Each student will be responsible for funding his/her visit, including travel and living expenses. Each student will also be responsible for paying directly to the host institution, where applicable, any course, materials or special fees associated with individual courses, registration fees, orientation fees, housing fees, course change fees, health services fees and student activities fees ("Additional Fees"). Both universities will provide an information sheet to advise students in advance of all estimated Additional Fees and expenses arising from their program of study as well as payment deadlines. Additional Fees as well as any damages caused by the student will be billed directly to the student for the amount due, and transcripts may be withheld until the outstanding balance is resolved.

11. In the event that any student cancels before the semester begins, such student will not be responsible for any Additional Fees, except those fees with specific policies governing refunds, such as housing deposits, that have been previously communicated to the student.
12. In the event that any student cancels after the semester begins, (a) such student will be subject to the refund policy of the home institution with respect to tuition, and (b) such student will be subject to the refund policies of the host institution with respect to housing, meal plans and Additional Fees.

HEALTH INSURANCE REQUIREMENT AND FEES

13. All students from either institution will be required to sign up for health insurance through the New School health insurance plan. Each student will be responsible for the cost of such insurance. If a student has alternative health insurance, the student may apply for a waiver of New School health insurance plan.
14. Students studying at TNS will be required to pay The New School Health Services Fee (which cannot be waived), which provides access to on-campus health services.

PROGRAM POLICIES

15. Visiting students must register a full-time course of study and are responsible for ensuring that their program of study at the host institution will satisfactorily meet their home institution's academic requirements.
16. Host institutions will make every reasonable effort to fulfill the visiting students' requests for courses and shall identify an academic advisor for visiting students.
17. Visiting students will be subject to the rules and regulations of the host institution (including those governing attendance and conduct) during their stay. Visiting students will be treated as full student members of the host institution and will have access to the library, computing and social facilities of the host institution on the same basis as degree-seeking students of the host institution.
18. Visiting students shall be advised to contact the international student services department should any issues arise which could impact their student visa.
19. If the host institution determines, in its good faith judgment, that a visiting student is involved in an emergency situation, the host institution will promptly notify the home institution, even if the student requests the host institution to not do so. In such an event, the host institution will fully cooperate with the home institution to determine what further action, if any, appears to be appropriate in the circumstances. If the home institution cannot be reached, the host institution can take whatever actions, in its good faith judgment, it deems necessary. The host institution may contact the parents of a student in urgent, health-related matters.
20. The host institution has the right to expel any student from the program for violation of the host institution's rules, without compensation and after consulting with the home institution. Disciplinary action will be taken according to the host institution's student code of conduct. The home institution will be notified of any disciplinary actions/sanctions.

21. Violations of local laws in the state/country of the host institution may subject the student to immediate withdrawal of academic sponsorship and to expulsion by the host institution. The home institution will determine how to handle the student's case internally.
22. The host institution may contact the home institution for any reason the host institution's administration deems necessary.
23. Both institutions agree to send official transcripts or other appropriate, complete evaluation documents, for each participating student to the home institution within four weeks after the end of the semester or summer session. Transcripts to TNS shall be sent to University Registrar - Transcripts, The New School, 72 Fifth Avenue, 2nd Floor, New York, NY 10011. Transcripts to IUAV shall be sent to Università luav di Venezia, Servizio Mobilità internazionale, S. Croce 601 - Campo de la lana, 30135 Venice, ITALY.

COORDINATION AND PROMOTION

24. Coordination of this program is provided by the individuals listed in Paragraph 8 above.
25. Both universities will publicize and provide information about the opportunity to prospective students. Both institutions may promote this program by developing their own promotional materials and may use the name of the other institution in those materials. Each institution will provide the other institution with copies of any promotional materials.
26. Each institution may place a website link or banner for the other institution on its website in order to promote this student exchange program.

DURATION AND TERMINATION

27. This Agreement shall take effect as of the date of signature by the representatives of the two institutions, and shall continue until June 30, 2027. At any time, either party shall have the right to terminate this Agreement provided that notice is given at least six (6) months prior to the termination date. Termination will not affect exchanges in effect prior to the effective date of termination or the obligations of each party to the exchange balance where such acceptance or obligations arise prior to the date of receipt of the termination notice. (For example, if notice is given on January 1, 2011, the exchange program shall continue through the spring semester and if students were already accepted, for the fall semester.) At the time the termination is effective, the parties shall have no further obligations to each other.
28. Notice to terminate shall be in writing and shall be delivered by overnight courier (*i.e.*, Federal Express) to a party at the address set forth below or such other address as either party may from time to time designate to the other. If to TNS, notice shall be sent to Parsons Dean's Office, 66 Fifth Avenue, 6th Floor, New York, NY, 10011 with a copy to Office of the General Counsel, The New School, 80 Fifth Avenue, Suite 800, New York, New York 10011, Attn: Chief Legal Officer, Roy Moskowitz, Esq.

LEGAL RESPONSIBILITIES

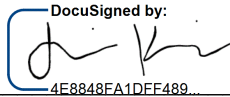
- 29. It is understood that with regard to all terms of this Agreement, both parties are subject to and must comply with the constitutions and laws of their own country, state, province or prefecture and any other applicable rules and regulations, such as the rule and regulations of the institution itself.
- 30. Each party shall defend, indemnify and hold the other party and its trustees, officers, agents, employees and students harmless from and against all liabilities, claims, losses, lawsuits, judgments and/or expenses, including reasonable attorneys' fees, arising, either directly or indirectly, from any negligent act, failure to act or willful act by such party which may occur during or which arise out of the performance of this Agreement. For purposes of this section, students participating in the program shall be considered students of their home institution.
- 31. Each party shall maintain its own liability insurance in amounts deemed appropriate for its operations. Such insurance shall provide coverage for negligent acts, errors, or omissions and provide protection against bodily injury or property damage claims. It is expressly understood that each party shall be solely responsible for its own actions and such insurance shall not extend to protect any other party.

ADDITIONAL CONDITIONS

- 32. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York (without reference to New York's conflicts of law principles). The parties consent to venue and personal jurisdiction in the State and Federal courts located in New York County, New York, for the resolution of disputes arising out of this Agreement.
- 33. This Agreement is intended solely for the benefit of TNS and IUAV. There is no other intention to create any rights or interest for any party or person other than TNS or IUAV.

This Agreement may only be amended in writing signed by both parties.

THE NEW SCHOOL

DocuSigned by:

 4E8848FA1DFF489...

NAME _____
 Provost _____
 Date 2/2/2023 _____

UNIVERSITÀ IUAV DI VENEZIA

Firmato digitalmente da: Benno Albrecht
 Organizzazione: UNIVERSITÀ IUAV DI VENEZIA/80009280274
 Limitazioni d'uso: Explicit text: Il titolare fa uso del presente certificato solo per le finalità di lavoro per le quali esso è rilasciato. The certificate holder must use the certificate only for the purposes for which it is issued.
 Date: 03/02/2023 12:23:23


 Prof. Benno ALBRECHT
 Rector _____
 Date 2/3/2023 _____

APPENDIX A

The following Course Articulation Addendum shall be added to and become part of the Agreement (the “Agreement”) between The New School and IUAV, each a Party and together the Parties:

Course Articulation Addendum

I. The New School Grading Scale and Details

Reference: <https://www.newschool.edu/registrar/policies-procedures/>. The New School uses a letter grading scale that equates to point values in a student’s Grade Point Average (GPA) for all coursework completed.

The New School Grading Key

Letter Grade	Point Value
A (Excellent)	4.0
A - (Very High Quality)	3.7
B + (High Quality)	3.3
B (Very Good)	3.0
B - (Good)	2.7
C + (Above Average)	2.3
C (Average)	2.0
C - (Below Average)	1.7
D (Poor)*	1.0
F (Failure)	0.0

*For undergraduates only

Grades Not Included in GPA:

W = Withdraw (no academic penalty)

I = Temporary Incomplete

N = Permanent Incomplete

P = Pass (credits count toward degree)

U = Unsatisfactory (credits not counted toward degree)

Z = Unofficial Withdrawal

AP = Approved (noncredit certificate)

NA = Not Approved (noncredit certificate)

GM = Grade Not Reported

In courses where a grade of Pass (P) is issued, this grade award is considered equivalent to a U.S. grade of ‘C’ or better at the undergraduate level and to a US grade of 'B' or better at the graduate level, but a letter grade with point value toward the GPA is not assigned

II. IUAV Grading Scale and Details

Reference: <https://www.cimea.it/EN/pagina-sistema-di-crediti>

The grades for subject exams are measured in thirtieths (0-30 scale), the minimum passing grade is 18/30 and the maximum grade is 30/30. The maximum grade can be enhanced with “cum laude” (30 cum laude).

University study courses are structured in credits. A university credit (CFU) is usually equivalent to 25 hours of study by a student, including individual study in the total. The average quantity of academic work performed by a full-time student in one year is by convention measured as 60 CFUs. The CFU system is equivalent to the ECTS system.

APPENDIX B

The following Data Protection Addendum shall be added to and become part of the Agreement (the “Agreement”) between The New School and IUAV, each a Party and together the Parties:

Data Protection Addendum

This Data Protection Addendum (the "**Addendum**") establishes the Parties' baseline agreement with respect to the processing, transfer and protection of Personal Data under the Agreement. In the event of any inconsistency between this Addendum and any other provision of the Agreement with respect to matters of data processing and data protection only, this Addendum shall control.

- 1. Scope, Definitions and Applicable Law.** This Addendum will apply to the extent that either Party receives and possesses personal data from the other Party pursuant to the Agreement (“Personal Data”). Terms used herein that are not otherwise defined, including, without limitation, “personal data,” “controller,” “processing,” and “processor,” shall have the meanings attributed to them in the EU General Data Protection Regulation (“GDPR”) and, if applicable, any other privacy and data protection laws, regulations, and decisions applicable to a Party to this Addendum (“Applicable Data Protection Laws”), including the EU General Data Protection Regulation (“GDPR”).
- 2. Roles and Restrictions.** Each Party to this Addendum acts as an independent controller of Personal Data under Applicable Data Protection Laws, and thus each Party individually determines its own purposes and means of Processing of Personal Data in its possession. The Parties are not jointly determining the purposes and means of processing, and are thus not joint controllers in the meaning of Article 26 of GDPR. Each Party is responsible for processing Personal Data in its possession in accordance with the requirements set out in Applicable Data Protection Laws, including GDPR. Nothing in this Section 2 shall modify any restrictions applicable to either Party's rights to use or otherwise process Personal Data under the Agreement.
- 3. Technical and Organizational Measures.** It is the responsibility of each Party to implement technical and organizational measures to ensure an appropriate level of security to Personal Data in its possession in compliance with Applicable Data Protection Laws, including with Article 32, paragraph 1 of GDPR.
- 4. Data Transfers between the Parties.** The Party disclosing Personal Data to the other Party is responsible for confirming that such disclosure is permissible under Applicable Data Protection Laws, including GDPR, and in accordance with the provisions of this Addendum.
- 5. Data Subject Rights.** Each Party is responsible for fulfilling its obligations to respond to requests for exercising the data subjects' rights regarding the processing of Personal Data in its possession. Data subjects may exercise their rights under Applicable Data Protection Laws against the Controller that is responsible for the processing that is the subject matter of their respective rights.
- 6. Cooperation between Parties.** The Parties will assist each other to the extent reasonably appropriate in complying with requests or complaints of data subjects or data protection supervisory authorities with respect to the Personal Data regarding compliance with the obligations under Applicable Data Protection Laws, including GDPR. The Parties will notify each other of any data subject requests with respect to the Personal Data that they carry out in accordance with their respective obligations under Articles 16, 17(1) and 18 of GDPR.
- 7. Documentation Requirements.** Each Party is responsible for fulfilling all requirements pertaining to Controllers' documentation of compliance under Applicable Data Protection Laws, including with

Articles 24 et seq. of GDPR, concerning the Personal Data. Each Party is responsible for maintaining a record of processing activities in accordance with Art. 30 GDPR.

- 8. Liability Towards Data Subjects.** Data subjects may exercise their rights under the GDPR against the Controller that is responsible for the processing that is the subject matter of their respective rights.
- 9. Data Exports.** Where there are transfers of Personal Data originating from within the European Economic Area (“EEA”) and subject to the GDPR to a third country outside the EEA, the Parties acknowledge that steps must be taken to ensure that such data transfers comply with the GDPR. Where a party is established or otherwise will be processing the Personal Data in a country which does not ensure an adequate level of protection within the meaning of the GDPR, the Parties will legitimize such transfer by agreeing to enter into, without modification, the Controller to Controller Standard Contractual Clauses 2004 (Set II) (“C2C SCCs”) set out by the EU Commission Decision 2004/915/EC, the terms of which are hereby incorporated into this Agreement. (See <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32004D0915>.) For purposes of the C2C SCCs, the following additional provisions shall also apply: (a) The New School is the data importer, and IUAV is the data exporter; (b) to the extent the terms of the C2C SCCs conflict with the other Terms of the Agreement, the terms of the C2C SCCs will control; (c) the names and addresses of The New School and IUAV shall be considered to be incorporated into the C2C SCCs; and (d) the Parties’ signature to the Agreement shall be considered as signature to the C2C SCCs.

ANNEX

SET II

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

Data transfer agreement

between

Università luav di Venezia

_____ (name)

S. Croce, 191 - Tolentini
30135 Venice, ITALY

_____ (address and country of establishment)

hereinafter "data exporter")

and

The New School

_____ (name)

66 West 12th Street, New York, NY, 10011, USA

_____ (address and country of establishment)

hereinafter "data importer"

each a "party"; together "the parties".

Definitions

For the purposes of the clauses:

- (a) "personal data", "special categories of data/sensitive data", "process/processing", "controller", "processor", "data subject" and "supervisory authority/authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established);
- (b) "the data exporter" shall mean the controller who transfers the personal data;
- (c) "the data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;
- (d) "clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- (a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- (b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.

- (c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- (d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- (e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

- (a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- (b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- (c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- (d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- (e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
- (f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).

(g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

(h) It will process the personal data, at its option, in accordance with:


(i) the data protection laws of the country in which the data exporter is established, or

(ii) the relevant provisions ⁽¹⁾ of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data ⁽²⁾, or

(iii) the data processing principles set forth in Annex A.

(iii) the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: _____

DS


Initials of data importer: _____;

(i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

(i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or

(ii) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or

(iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or

(iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

(a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

(b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against

the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

- (1) "Relevant provisions" means those provisions of any authorisation or decision except for the enforcement provisions of any authorisation or decision (which shall be governed by these clauses).
- (2) However, the provisions of Annex A.5 concerning rights of access, rectification, deletion and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected.

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

- (a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- (b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- (c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

- (a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- (b) In the event that:
 - (i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
 - (ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
 - (iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
 - (iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or

- (v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- (c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- (d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated: _

FOR DATA IMPORTER

The New School, Office of Information Security
Attn: Balance Stovall, Privacy Lead
66 West 12th Street, New York, NY, 10011, USA
212-229-5300 x1320 privacyoffice@newschool.edu

FOR DATA EXPORTER

Università Iuav di Venezia, Servizio Sistemi Informativi
Attn: Mr Marco Boeretto
S. Croce, 601 - campo de la lana
+39 041 2571319 dpo@iuav.it

ANNEX A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.
8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
 - (a) (i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and
 - (ii) (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

or

- (b) where otherwise provided by the law of the data exporter.

ANNEX B
DESCRIPTION OF THE TRANSFER
(To be completed by the parties)

Data subjects

The personal data transferred concern the following categories of data subjects:
Students applying to study and students currently studying at either the host or home institutions named in the exchange agreement.....
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Purposes of the transfer(s)

The transfer is made for the following purposes:
To facilitate an exchange of students for study at the host or home institutions named in the exchange agreement and to support the students' successful participation in and completion of the exchange program set forth in the exchange agreement.....
.....

Categories of Data

The personal data transferred concern the following categories of data:
Data provided by the host or home institutions named in the exchange agreement for exchange program nominations, program admissions, course registration, class selection and placement, academic progress, and any academic, health, housing, disciplinary, or emergency situations identified by the institutions that affect the progress of the students (the Data subjects) in the exchange program set forth in the agreement.....

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:
Staff and any other agents of the host or home institutions named in the exchange agreement who are involved in administration of the exchange program or involved in supporting the students' academic and personal success in the exchange program; Law enforcement agencies, courts, regulators, government or authorities with whom the host or home institutions believe it is necessary to share data in order to comply with a legal or regulatory obligation, or otherwise to protect the institutions' rights or the rights of any third party; Emergency service providers; and Family members and emergency contacts of the exchange student.....

Sensitive Data (if appropriate)

The personal data transferred concern the following categories of sensitive data:
The personal data may include data concerning health as relevant to any health or emergency situations.
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Contact points for data protection enquiries

Data importer

The New School.....
Global Engagement and International Support Services.....
Attn: Julie Fratrik.....
72 Fifth Avenue, 3rd Floor.....
New York, NY 10011.....
studyabroad@newschool.edu.....
212-229-5592.....

Data exporter

Università Iuav di Venezia.....
Servizio Sistemi Informativi.....
Attn.: Marco Boeretto.....
S. Croce, 601 - campo de la lana.....
30135 Venice, Italy.....
dpo@iuav.it.....
+39 041 2571319.....