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THAMMASAT UNIVERSITY



International Academic Student Exchange Agreement

Between

Thammasat University, Bangkok, Thailand

Faculty of Social Administration

And

Tilburg University, Tilburg, the Netherlands

School of Social and Behavioral Sciences

Thammasat University, Faculty of Social Administration, Thailand and Tilburg University, School of Social and Behavioral Sciences, the Netherlands inspired by the extensive possibilities offered by international co-operation, wish to establish a framework for a mutually beneficial academic exchange program which will support the promotion of a broader educational experience, goodwill and cultural ties for participating students and faculty, and agree to the term and condition itemized in the following Agreement.

In keeping with their respective institutional mandates and policy, Tilburg University and Thammasat University agree to manage the program of academic exchange according to the principles outlined below.

Each institution will appoint a faculty member or administrator who will liaise with his or her counterpart appointed by the other institution for the purpose of managing and implementing the Academic Exchange Agreement.

The two institutions participating in this International Academic Cooperation Agreement will manage the exchange procedures in keeping with the following articles:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement, the parties agree the following terms and expressions will have the following meaning:

- "Home institution" means the institution at which the exchange student is registered and enrolled as a full-time student or the Faculty is being employed
- "Host Institution" means the institution that has agreed to receive students or Faculty from the Home Institution for an exchange period on a non-degree basis.



ARTICLE 2: TERM OF THE AGREEMENT

2.1 Term of the Agreement

a) This agreement shall take effect from the date of the last signature for a period of five (5) years and may be modified by mutual consent of the two institutions.

b) Renewal of this Agreement is contingent upon a review of activities between the two institutions covered in this Agreement. It will be reviewed by each party and a new agreement will be signed for a period of five (5) years after a confirmation of renewal is exchanged between the institutions in writing at least twelve (12) months prior to the expiry of the Agreement.

2.2 Termination of the Agreement

a) This Agreement may be terminated by either institution provided that one (1) academic year written notice is given to the other institution.

b) 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 and Faculty during the academic exchange period at their respective institution until the completion of the academic term during which the notice is given.

ARTICLE 3: STUDENT EXCHANGE

The institutions agree to exchange students between the Thammasat program Social Policy and Development (SPD) and the Tilburg program Global Management of Social Issues (GMSI). GMSI and SPD agree on the following concerning student exchange:

3.1 Number, parity and period of enrolment

a) Each institution agrees in principle to exchange an equal number of undergraduate students for one semester and for a maximum period of one academic year. Each program shall annually nominate two (2) semester students as exchange students to the partner institution. An institution may also nominate full-year exchange students. In that case, one (1) full-year nomination will count as two (2) semesters to the balance. This number is only changed by mutual consent of the two parties.

b) While parity in the number of exchanges is the goal, the institutions recognize that it may not be possible in any given semester of the exchange. The liaison officers of the two institutions will review the program annually to determine any imbalance in the number of exchange students, and adjust the numbers of students to be exchanged, to maintain a reasonable balance in the exchange.

c) The period of enrolment at the Host Institution for exchange students shall not exceed the equivalent of one academic year. The period of enrolment for Tilburg University exchange students at Tilburg University will be from August through January and/or January through June. The period of enrolment at Thammasat University is August through December and/or January through June. The exchange between SPD and GMSI will mostly concern the first semester of an academic year.



3.2 Selection and application

a) The Home Institution is in principle responsible for the selection of students. The host Institution reserves the right to determine the final admission eligibility of each student nominated by the Home Institution.

b) SPD will select students with a high academic standing, with a least a B or 3.0 grade point average.

c) Students should meet the requirements of the courses they would like to take.

d) The home Institution undertakes to guarantee the student's English language ability to the level required by the Host Institution. Each Party relies on its partner institutions to nominate students proficient in English at least at comparable levels indicated below. Bachelor: TOEFL 550/213/80 (paper/computer/internet-based); Academic IELTS 6.0 (at least 5.5 on individual parts); Cambridge First, Advanced, or Proficiency; Common European Framework level B2.

e) Applications will be submitted to the liaison officers at each institution, no later than published application deadlines. It is advised that documents be submitted to the liaison officer at Tilburg University, no later than May 15 for students starting in August and no later than October 15 for students starting in January. Unless otherwise specified in the fact sheet of the institution.

f) The Host Institution will provide students with formal letters of admission and other documents as may be required for establishing their student status for visa and other purposes.

g) While at the Host Institution exchange students will take courses in subjects with the approval of their Home Institution's academic advisors. It is understood that the ability for exchange students to enroll in courses may be limited due to capacity, specific course requirements and course availability.

h) The Host Institution will make available to the exchange students those student services generally available to all students enrolled in its program during the period of study.

i) The Host Institution will evaluate the academic performance of all exchange students using the same criteria used for students enrolled in the program of the Host Institution.

j) Tilburg University offers special services for students and staff with a disability. Please see the following website for more information:

[https://www.tilburguniversity.edu/students/studying/study-](https://www.tilburguniversity.edu/students/studying/study-progress/circumstances/disabled.htm)

[progress/circumstances/disabled.htm](https://www.tilburguniversity.edu/students/studying/study-progress/circumstances/disabled.htm) Tilburg University wishes to be informed about an exchange student coming to Tilburg University with a disability six month in advance to be able to offer the appropriate services that are available at the campus.



3.3. Transcripts

- a) All academic credits earned by an exchange student at the Host Institution will be transferred to the Home Institution for inclusion in the exchange student's academic transcript.
- b) The Host Institution shall provide the exchange student with an official transcript of his or her academic record as soon as possible after the completion of that student's exchange. Exchange students at Tilburg University must formally request that the exchange coordinator will forward their transcript to their Home Institution. According to article 5 in the Dutch Personal Data Protection Act (WBP), transcripts will not be sent to the Home Institution without the consent of the exchange student.

3.4 Fees and Expenses

- a) Exchange students participating in this exchange shall pay normal tuition fees and other related fees at the Home Institution in accordance with the policies of that institution. Neither institution will make charges upon the other or upon the exchange students for tuition or application fees.
- b) Exchange students will be responsible for arranging the necessary visa and for covering the cost of accommodation, international travel, travel in the host country, books, equipment, consumables, health and liability insurance and other incidental expenses arising out of the exchange. No exchange of funds between the two institutions will occur. Where possible, the Host Institution will provide assistance to the exchange student in obtaining all necessary documents.
- c) Both institutions will do their best to assist exchange students in finding suitable accommodation on or near the campus if the students comply with the deadlines concerned. No guarantees can be made. The cost of such housing shall be paid by the students as individuals. We prefer our partner universities to send us equal numbers of exchange students across the semesters, for instance two students in fall and two students in spring. This is important because of the availability of housing.
- d) Both institutions do not offer health services. Exchange students must purchase proper Health and Liability Insurance for the time of their enrolment. The cost of such insurances shall be paid by the students as individuals. Additional travel insurance is highly recommended.

ARTICLE 4: STAFF EXCHANGE

The two institutions, which are party to this Agreement, permit and encourage faculty exchange between the two institutions, under the umbrella of an appropriate agreement and in conformity with the institutional policies in place. The appropriate academic departments of each institution are to approve the specific terms of each faculty exchange. In the event of academic staff exchange, which shall occur only after both parties agree in writing, the host university shall assist the visiting scholar where possible with for instances immigration formalities, accommodation and office space.



ARTICLE 5: GENERAL PROVISIONS

5.1 Governing Law

This Agreement is governed by the laws of the Netherlands. In case of a dispute between Parties which dispute can be linked to a specific geographic location, the dispute will be judged subject to the local law applicable at that location.

5.2 Use and Disclosure of Personal Information

- a) Tilburg University complies with the privacy legislation as stipulated in the European General Data Protection Regulation (GDPR; Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016). Tilburg University's privacy statement can be found at <https://www.tilburguniversity.edu/disclaimer/privacy-statement/>.
- b) Tilburg University and Thammasat University are each independent processors (and therefore independently responsible) with regard to the processing activities they perform for the execution of the agreement.
- c) Tilburg University and Thammasat University want to treat the personal data that are or will be processed for the execution of the agreement with due care and in accordance with the GDPR and other Applicable Legislation and Regulations concerning the Processing of Personal Data. In order to ensure an adequate level of protection of the privacy and fundamental rights and freedoms, both parties have signed the Standard Contractual Clauses (as described in Decision 2001/497/EC), which is attached to this agreement.
- d) Tilburg University and Thammasat University shall process the Personal Data exclusively on assignment from each other and based on instructions from each other. Both parties shall exclusively process the Personal Data as far as the processing is necessary for the performance of the agreement, and never for its own use, the use of Third Parties and/or other purposes, unless applicable Union law or provisions of Member State law oblige the parties to perform Processing.
- e) The processing objective is to facilitate student and/or staff exchange. Students take courses at the host university. These courses are converted upon their return and included in the home university's transcript as part of the study program. In case of staff exchange the objective is to facilitate staff to gain knowledge and experience at the host university which will lead to personal development and to improve their work at the home university.
- f) The home university processes Personal Data of the student provided by the host university insofar as this cannot or may not be provided by the student/staff member him/herself to the host university. Data that are processed between both parties belong to the following categories of data: name and address details, contact details, academic background and level (in case of staff work experience and expertise), language skills and study progress (only applicable to students).
- g) Exchange students at Tilburg University must formally request that the exchange coordinator will forward their transcript to their Home Institution. In accordance with the GDPR, transcripts will not be sent to the Home Institution without the consent of the exchange student.
- h) Tilburg University and Thammasat University shall take appropriate technical and organisational measures to safeguard a level of security attuned to the risk, so that the processing complies with the requirements under the GDPR and other applicable legislation and regulations



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concerning the processing of personal data, and the protection of the rights of data subjects is safeguarded.

- i) Without unreasonable delay and no later than within 24 hours after discovery, parties shall notify each other of a personal data breach or a reasonable suspicion of a personal data breach and provide the other party with sufficient information about the breach.

5.3 Code of Conduct

Exchange students must abide by the rules, regulations, and codes of conduct of the Host Institution while on exchange. The Host Institution will have the right to return an exchange student to the Home Institution at any time if his/her academic work or behavior is not suitable in its judgment. However, this right will not be exercised without prior consultation of the appropriate officer of the home university.

5.4 Liaison Officers

Each institution shall designate an individual who will serve as the liaison officer for this Agreement. The liaison officer will be responsible for coordinating the specific aspects of the program as well as advising and assisting students. The designated liaison officers for this exchange agreement are:

<p>Thammasat University</p>  <p>Dr. Sorasich Swangsilp Director Social Policy and Development Programme Faculty of Social Administration sorasich@tu.ac.th</p>	<p>Tilburg University</p> <p>Ms. Mara Cornelis Rachael Vickerman Study abroad and exchange coordinator +31 13 466 4477 studyabroad@tilburguniversity.edu</p>
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In WITNESS HEREOF, the institutions hereunto affix their signatures:

Thammasat University

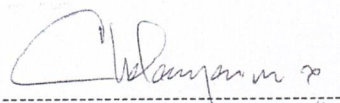
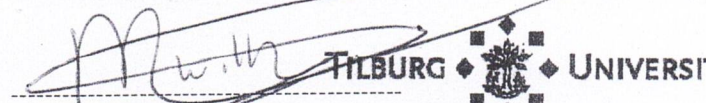
Tilburg University

G. Win.

on behalf of

Associate Professor Gasinee Witoonchart
Rector

Dr. Wim B.H.J. van de Donk
Rector Magnificus and President

Associate Professor Dr. Auschala Chalayonnavin
Dean of the Faculty of Social Administration

Lex Meijdam
~~Dean of School of Social and Behavioral Sciences~~ Peter Franken
Director International Office

Date:

Date: 01/11/2022

ANNEX

STANDARD CONTRACTUAL CLAUSES

MODULE ONE: Transfer controller to controller

SECTION I

Clause 1

Purpose and scope

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) ⁽¹⁾ for the transfer of personal data to a third country.
- (b) The Parties:
 - (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
 - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')have agreed to these standard contractual clauses (hereinafter: 'Clauses').
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
 - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;

¹ Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures

- (ii) Clause 8.5 (e) and Clause 8.9(b);
 - (iii) Clause 12(a) and (d);
 - (iv) Clause 13;
 - (v) Clause 15.1(c), (d) and (e);
 - (vi) Clause 16(e);
 - (vii) Clause 18(a) and (b);
- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

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

Clause 5

Hierarchy

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

Clause 6

Description of the transfer(s)

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

Clause 7 – Optional

Docking clause

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

SECTION II – OBLIGATIONS OF THE PARTIES

*Clause 8***Data protection safeguards**

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

MODULE ONE: Transfer controller to controller**8.1 Purpose limitation**

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

- (i) where it has obtained the data subject's prior consent;
- (ii) where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iii) where necessary in order to protect the vital interests of the data subject or of another natural person.

8.2 Transparency

- (a) In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:
 - (i) of its identity and contact details;
 - (ii) of the categories of personal data processed;
 - (iii) of the right to obtain a copy of these Clauses;
 - (iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.
- (b) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.
- (c) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.
- (d) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.3 Accuracy and data minimisation

- (a) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.
- (b) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.

8.4 Storage limitation

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

8.5 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the personal data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter 'personal data breach'). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.
- (b) The Parties have agreed on the technical and organisational measures set out in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (c) The data importer shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (d) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.
- (e) In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the data importer shall without undue delay notify both the data exporter and the competent supervisory authority pursuant to Clause 13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.
- (f) In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data exporter, together with the information referred to in paragraph (e), points ii) to iv), unless the data importer has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case, the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.
- (g) The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

8.6 Sensitive data

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

8.7 Onward transfers

The data importer shall not disclose the personal data to a third party located outside the European Union ⁽³⁾ (in the same country as the data importer or in another third country, hereinafter 'onward transfer') unless the third party is or agrees to be bound by these Clauses. Otherwise, an onward transfer by the data importer may only take place if:

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

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

8.8 Processing under the authority of the data importer

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

8.9 Documentation and compliance

- (a) Each Party shall be able to demonstrate compliance with its obligations under these Clauses. In particular, the data importer shall keep appropriate documentation of the processing activities carried out under its responsibility.
- (b) The data importer shall make such documentation available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

N/A

*Clause 10***Data subject rights**

- (a) The data importer, where relevant with the assistance of the data exporter, shall deal with any enquiries and requests it receives from a data subject relating to the processing of his/her personal data and the exercise of his/her rights under these Clauses without undue delay and at the latest within one month of the receipt of the enquiry or request. (*) The data importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.
- (b) In particular, upon request by the data subject the data importer shall, free of charge:
- (i) provide confirmation to the data subject as to whether personal data concerning him/her is being processed and, where this is the case, a copy of the data relating to him/her and the information in Annex I; if personal data has been or will be onward transferred, provide information on recipients or categories of recipients (as appropriate with a view to providing meaningful information) to which the personal data has been or will be onward transferred, the purpose of such onward transfers and their ground pursuant to Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 12(c)(i);
 - (ii) rectify inaccurate or incomplete data concerning the data subject;
 - (iii) erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party beneficiary rights, or if the data subject withdraws the consent on which the processing is based.
- (c) Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.
- (d) The data importer shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter 'automated decision'), which would produce legal effects concerning the data subject or similarly significantly affect him/her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lay down suitable measures to safeguard the data subject's rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:
- (i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and
 - (ii) implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view and obtain review by a human being.
- (e) Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the request or refuse to act on the request.
- (f) The data importer may refuse a data subject's request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.
- (g) If the data importer intends to refuse a data subject's request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

*Clause 11***Redress**

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
 - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

*Clause 12***Liability**

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.
- (c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- (e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

*Clause 13***Supervision**

- (a) The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.
- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

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

*Clause 14***Local laws and practices affecting compliance with the Clauses**

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
- (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination – including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards ⁽⁵⁾;
 - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

⁵ As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level.

- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation [for Module Three; if appropriate in consultation with the controller]. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

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

15.1 Notification

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
- (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

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

SECTION IV – FINAL PROVISIONS

*Clause 16***Non-compliance with the Clauses and termination**

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

*Clause 17***Governing law**

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

*Clause 18***Choice of forum and jurisdiction**

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of The Netherlands.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX

EXPLANATORY NOTE:

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

ANNEX I

A. LIST OF PARTIES

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

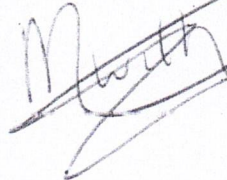
1. Name: Tilburg University

Address: Warandelaan 2, 5037 AB Tilburg, The Netherlands

Contact person's name, position and contact details: Peter Franken, Director International Office, internationalrelations@tilburguniversity.edu

Activities relevant to the data transferred under these Clauses: The data exporter will transfer personal data as specified below to the data importer with the nomination of students selected for an exchange to the data importer.

Signature and date: 13 September 2021,




Role (controller/processor): Controller


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

1. Name: Thammasat University

Address: 2 Prachan Road, Phra Barom Maha Ratchawang, Phra Nakhon, Bangkok 10200, Thailand

Contact person's name, position and contact details: Dr. Sorasich Swangsilp, Director, Social Policy and Development (International) programme, Faculty of Social Administration, sorasich@tu.ac.th

Activities relevant to the data transferred under these Clauses: The data importer will manage the personal data of the selected students who are on the exchange programme, from the data exporter as specified in Annex II.

Signature and date:  26 August 2022

Role (controller/processor): Controller

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Students enrolled at the data exporter who wish to apply to study as non-degree students at the data importer and are nominated by the data exporter.

Categories of personal data transferred

Names, contact details, study field information (if required), identifiers such as student ID numbers (if required by the data importer). Academic transcripts from data importer to data exporter after termination of the exchange period.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Not applicable.

Nature of the processing

Administrative.

Purpose(s) of the data transfer and further processing

For the data importer to facilitate enrollment and study at the data importer (and verification of that enrollment and study between Parties).

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The partner university is requested to transfer the required data to Tilburg University and remove the data about students, including study results, as soon as possible upon termination of the exchange period. If this is not possible due to local law and legislation, the partner university should delete the data including study results as soon as the applicable data storage period has passed.

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

Not applicable.

C. COMPETENT SUPERVISORY AUTHORITY

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

Dutch Supervisory Authority (*Autoriteit Persoonsgegevens*).

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL
MEASURES TO ENSURE THE SECURITY OF THE DATA

EXPLANATORY NOTE:

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

From data exporter to data importer:

In case of a nomination by the data exporter to the data importer via e-mail, the data exporter sends the data named under 'Categories of personal data transferred' via secure file sender.

In case of a nomination by the data exporter to the data importer via a student mobility tool or digital platform of any kind, the data importer guarantees adequate data security measures for the data received in the system via the signing of the SCC. From data exporter to data importer:

From data importer to data exporter:

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Thammasat University as a data importer has established a Personal Data Committee to secure the personal data of Thammasat students, including exchange students. Their personal data is encrypted for the access, which can only be gained by the officers authorised by the faculty.

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter
