**SPECIFIC AGREEMENT**

**BETWEEN THE UNIVERSIDADE DE VIGO (SPAIN)**

**AND …. FOR STUDENTS EXCHANGE**

In Vigo, on the date of the latest electronic signature

Considering the Co-operation Framework Agreement between the Universidade de Vigo and , both institutions mutually agree to sign a specific agreement as follows:

**STUDENTS EXCHANGE**

1. A maximum number of 4 students per institution will be able to participate in the exchange. The exchange period will not be longer than two academic years.
2. Students must have completed a minimum of one year study prior enrolment in the exchange program.
3. Exchange students will be selected by their home university and accepted by the host university. Each party of this agreement will select only students who demonstrate an appropriate level of fluency in the language of instruction.
4. Exchange students will not pay taxes at the host university but they will pay academic taxes for their studies at their home university.
5. Exchange students will be responsible for paying their personal expenses, transport, accommodation, meals, books and health insurance. Students will be responsible for purchasing appropriate health insurance coverage. Proof of that insurance will be shown at the host university.
6. The host university will assist exchange students in finding an accommodation and will ensure that adequate information is provided.
7. Exchange students will be subject to the rules of the host university as well as the laws of the host country while on the exchange program.
8. The host university will send directly to the home university an official transcript of records of each student, upon request of the student or of the home university.
9. Credits obtained by exchange students at the host university may be recognized by the home university within his/her study syllabus. Courses exchange students will take at the host university will be approved by the home university before the exchange takes place.
10. After the study period, if exchange students wish to continue their studies in order to obtain a degree at the host university, they will have to fulfill the requirements of the host university and pay academic taxes.
11. The ORI (International Office), or similar service of each party, will coordinate the development and management of the exchange in each institution.
12. This agreement shall be valid for three years and shall enter into effect as of the date on which it is signed.

However, before the end of that foreseen date if circumstances make it advisable, the parties may agree unanimously its extension for the period strictly necessary and always within the maximum limit of up to four additional years as it is established in the Spanish Law 40/2015 of 1st October of the legal system of the Spanish public sector.

1. The termination of this agreement may be take place due to:

1. The end of the eligibility period of the agreement without applying for its extension.

2. The end of the maximum eligibility period of the agreement including the extension period stated therein.

3. The unanimous agreement of the signatories.

4. The failure to comply with the obligations and commitments by any of the signatories.

5. A court decision declaring the nullity of the agreement.

6. For any of the reasons set out in the rules of the university on the content of the agreement.

1. **Personal data protection**

(CHOOSE BETWEEN A, B OR C, ONLY ONE OPTION MUST REMAIN IN THE AGREEMENT)

**OPTION A**

CLAUSE IN THE COOPERATION AGREEMENT IN THE EUROPEAN ECONOMIC AREA (European Union, Liechtenstein, Iceland and Norway)

The parties declare that they understand and agree upon the European legislation on personal data protection and commit to properly using the data obtained as a result of the development of this agreement within the framework of the provisions EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 (RGPD) and the implementing regulations applicable to each party.

In the execution of this agreement, the parties declare that they assume the status of independent data controllers, as each party in its own sphere of action determines the means and purposes of the necessary data processing; and that the conditions are not met for them to be considered jointly responsible for the processing under the provisions of the GDPR. Consequently, each of the signatory parties shall be individually liable to the data subjects and to the competent supervisory authorities for any failure to comply with their corresponding obligations regarding the protection of personal data, as well as for any infringements they may have committed.

Interested parties may exercise their rights of access, rectification, cancellation, objection, limitation, and portability under the legal terms provided for, by means of communication to the corresponding registered address of the data controller, as well as, where applicable, by e-mail to the respective data protection delegates. If the request for the exercise of rights is submitted to a party that is not the competent party for its processing and resolution, the latter shall transfer it to the competent party as soon as possible, informing the interested party of this.

If the correct execution of any of the provisions of this agreement requires the transfer of personal data from one of the parties to the other, this will be based on the legitimisation, at least, in the fulfilment of this agreement, in accordance with the provisions of article 6.1.b) of the RGPD, as long as it is limited to the minimum necessary to achieve the objective pursued. In any case, the transferee entity shall adopt the appropriate measures to limit the access of its employees to the personal data transferred during the term of this agreement.

Notwithstanding the above, the personal data contained in this agreement relating to the signatories shall and/or may be subject to those actions arising from the application and compliance with the regulations on transparency and access to public information applicable to the Universidade de Vigo and, where appropriate, to the other party.

**OPTION B**

CLAUSE IN THE COOPERATION AGREEMENT WITH COUNTRIES STATED AS ADEQUATE BY THE EUROPEAN COMMISSION**[[1]](#footnote-1)**

The parties declare that they understand and agree upon the European legislation on personal data protection and commit to properly using the data obtained as a result of the development of this agreement within the framework of the provisions EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 (RGPD) and the implementing regulations applicable to each party.

1. In the case of the University of Vigo, it will be Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016 (RGPD), Organic Law 3/2018, of 5 December, on the protection of personal data and guarantee of digital rights (LOPDGDD) and other implementing regulations.
2. In the case of [COUNTERPARTY] and considering that it belongs to [COUNTRY OR TERRITORY], which has a declaration of adequacy from the European Commission adopted in accordance with the provisions of Article 45 of the GDPR [DECLARATION OF ADEQUACY], the applicable regulatory framework shall be determined by [LIST APPLICABLE STANDARD(S)].

In the execution of this agreement, the parties declare that they assume the condition of independent data controllers, since each one in its own scope of action determines the means and purposes of the necessary data processing; and that the conditions to be considered co-responsible for the processing under the provisions of the RGPD do not exist. Consequently, each of the signatory parties shall be individually liable to the persons concerned and to the competent supervisory authorities for any failure to comply with their corresponding obligations regarding the protection of personal data, as well as for any infringements they may have committed.

The interested parties may exercise their rights of access, rectification, cancellation, opposition, limitation, and portability under the legal terms provided for, by means of communication to the registered address of the corresponding data controller, as well as, if any, by e-mail to the respective data protection delegates. If the request for the exercise of rights is submitted to a party that is not the competent party for its processing and resolution, the latter will forward it to the competent party as soon as possible, informing the interested party.

If the correct execution of any of the services of this agreement requires the transfer of personal data from one of the parties to the other, this will have its basis of legitimacy, at least, in the fulfilment of this agreement, in accordance with the provisions of Article 6.1.b) of the RGPD, provided that it is limited to the minimum necessary to achieve the intended purpose. In any case, the transferee entity shall adopt the appropriate measures to limit the access of its employees to the personal data transferred during the term of this agreement.

Notwithstanding the above, the personal data contained in this agreement relating to the signatories shall and/or may be subject to those actions arising from the application and compliance with the regulations on transparency and access to public information applicable to the Universidade de Vigo and, where appropriate, to the other party.

**OPTION C**

CLAUSE IN THE COOPERATION AGREEMENT WITH THIRD COUNTRIES (not belonging to the European Economic Area and do not have a declaration of adequacy from the European Commission)

The parties declare that they understand and agree upon the European legislation on personal data protection and commit to properly using the data obtained as a result of the development of this agreement within the framework of the provisions EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 (RGPD) and the implementing regulations applicable to each party.

1. In the case of the University of Vigo, it will be Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016 (RGPD), Organic Law 3/2018, of 5 December, on the protection of personal data and guarantee of digital rights (LOPDGDD) and other implementing regulations.
2. In the case of [COUNTERPARTY], the applicable regulatory framework shall be determined by [LIST APPLICABLE STANDARD(S)].

Given that [COUNTERPARTY] belongs to a country that does not currently have a declaration of adequacy from the European Commission adopted in accordance with the provisions of article 45 of the RGPD, the Universidade de Vigo may only carry out the international transfer of the personal data necessary for the correct execution of this agreement, and for which it is responsible for the processing, if adequate guarantees are offered in accordance with the provisions of articles 46 and following of the GDPR.

To this end, and as [COUNTERPARTY] has, in accordance with its legal system, the consideration of

(CHOOSE ONE OF THESE TWO OPTIONS, ONLY ONE MUST REMAIN IN THE AGREEMENT)

* public law entity, the parties formalise the corresponding agreement (annex) which, together with this agreement, constitutes, in accordance with Article 46.2.a) of the GDPR and the Guidelines 2/2020 of the European Data Protection Committee, the legally binding and enforceable instrument between public authorities or bodies.
* a private law entity, the parties formalise the corresponding agreement (annex) drawn up in accordance with the provisions of Article 46.2.c) of the GDPR, in accordance with the standard clauses approved by the European Commission by means of Implementing Decision (EU) 2021/914 of 4 June 2021.

Notwithstanding the above, the personal data contained in this agreement relating to the signatories shall and/or may be subject to those actions arising from the application and compliance with the regulations on transparency and access to public information applicable to the Universidade de Vigo and, where appropriate, to the other party.

**FOR THE UNIVERSIDADE DE VIGO FOR**

The Rector

1. The European Commission has so far recognised Andorra, Argentina, Canada, Faroe Islands, Guernsey, Israel, Isle of Man, Japan, Jersey, New Zealand, Republic of Korea, Switzerland, the United Kingdom and Uruguay as providing adequate protection. [↑](#footnote-ref-1)