

**THE GEORGE WASHINGTON UNIVERSITY
EXECUTIVE EDUCATION PROGRAMS
AGREEMENT**

BETWEEN GRADUATE SCHOOL OF POLITICAL MANAGEMENT AND UNIVERSITY OF NAVARRA

The organization named below (the "Organization") and the George Washington University, a congressionally-chartered not-for-profit corporation located in the District of Columbia, U.S.A. on behalf of the Graduate School of Political Management within the College of Professional Studies ("GW" or the "University"), agree to enter into this Agreement for the Executive Education Program described below and in Appendix A (the "Program"). Organization and University are each a "Party" and together the "Parties."

Organization

Organization: University of Navarra (UN) - Facultad De Comunicacion De La Universidad De Navarra
Contact Person: Carlos Barrera, Academic Director, Master in Political and Corporate Communication
Address: Calle Marquesado de Santa Marta, 3 28027 Madrid
Email: cbarrera@unav.es
Phone: T: +34 914 514 341 / M: +34 628 090 484

Enrollment Expectations. Should the number of participants planned exceed the number specified in Appendix A Organization will notify Professor Luis Matos (lrmatos@gwu.edu) no later than two (2) weeks prior to the first day of the Program. Additional charges per person may apply, as specified below.

No University Credit. Participation in the Program will not apply towards any University credits or degree programs.

Financial Arrangements.

The Organization shall pay for the delivery of the Program as specified in the below payment schedule:

For GW's 2023-2024 academic year, the Organization will pay GW US \$8,595.00 (eight thousand, five hundred and ninety five dollars) per student for the first fifteen (15) students enrolled in the Program and US \$8,251.00 (eight thousand, two hundred and fifty one dollars) per student for any students over fifteen and up to forty (40) who enroll in the Program, subject to a maximum enrollment of forty (40).

In each subsequent academic year, the Parties shall agree in writing, to the non-credit tuition rate / percentage increase per student, at least eighteen (18) months prior to the start of the Program. Annual enrollment in the Program is subject to a maximum enrollment of forty (40) students, maximum limit in accordance with the Aneca report.

Payment for each Program shall be due upon receipt of invoices from GW as follows:

First Payment: Fifty (50%) percent of the total cost is due one hundred twenty (120) days prior to the commencement date of each Program.

Second Payment: Fifty (50%) percent of the total cost is due the first day of the Program.

All payments shall be transferred to GW via wire transfer using the information below:

Payment Details

Beneficiary Account Number:	5300 4452 74
Reference:	Org: 155211-(150832)-41163
Beneficiary Account Type:	Checking
Beneficiary Account Name:	The George Washington University
Beneficiary Address:	2121 Eye Street, NW, Suite 701 Washington, DC 20052 USA
PAN	AADCT4584A
Bank Name:	PNC Bank
Bank Address:	808 17th Street, NW Washington, DC 20006 USA
ABA # (for Fedwires)	031 000 053
ABA# (for ACH):	054 000 030
SWIFT#:	PNCUS33

The invoices are due net thirty (30) days from the invoice date. Please follow the payment instructions on invoices. Should Organization fail to pay invoices by their due dates, a finance charge of one and a half percent (1.5%) per month may be assessed for undisputed past due balances if not cured within ten (10) days of written notice thereof. Failure to pay the initial invoice when due may result in cancellation of the Program.

University Policies. Participants are subject to all applicable GW policies and procedures, including but not limited to, those relating to health, safety, and conduct/behavior, during their participation in the Program.

Please see attached for additional Terms and Conditions of this Agreement.

The George Washington University



Christopher Alan Bracey, J.D.
Provost and Executive Vice President for
Academic Affairs
The George Washington University

Date: Jul 13, 2023

University of Navarra



Name: Álvaro Balibrea Cárceles
Title: General Manager
University of Navarra

Date: July 19th, 2023

**THE GEORGE WASHINGTON UNIVERSITY
EXECUTIVE EDUCATION
AGREEMENT
BETWEEN GRADUATE SCHOOL OF POLITICAL MANAGEMENT AND NAVARRA UNIVERSITY**

TERMS AND CONDITIONS

This Agreement is effective from the date of the last signature shall be valid through the conclusion of the Program unless sooner terminated in accordance with this Agreement.

Term. This Agreement is effective from the date of the last signature on this Agreement (the "Effective Date") through August 31st, 2027 with the Program as outlined in Appendix A occurring once per calendar year.

Termination.

- a. Termination without Cause. Termination without Cause. Either Party may terminate this Agreement without cause by providing written notice of termination to the other Party at least eighteen (18) months before the date of its intended termination, which shall be specified in the written notice of termination. Such notice of termination shall be delivered in accordance with Section 19 of the Agreement. Upon receipt of notice of termination from Client, GW shall seek to terminate any commitments made on Client's behalf and cease preparations for the Session as soon as practicable. The Parties agree to furnish any necessary report of work completed or in progress through the date of termination as may be requested by either Party. Notwithstanding the foregoing, in the event of Client termination without cause, while GW will mitigate costs to the extent possible, GW shall be compensated on a prorated basis for services already performed in preparation of the Session and for non-cancellable commitments properly incurred prior to the effective date of termination. The Client will remit payment for services already performed and for non-cancellable commitments properly incurred no later than ninety (90) days following the date listed on the invoice(s).
- b. Termination for Cause. Either Party may terminate this Agreement for cause in the event that:
 - i. Either Party dissolves or ceases to exist, becomes bankrupt or insolvent, becomes subject to national or international sanctions prohibiting the other Party from doing business with them, or takes a substantially equivalent action under applicable local law; or
 - ii. Either Party commits a material default which is subject to cure and which is not cured within a thirty (30) day period following written notice of the nature of the default for non-financial matters, and within a ten (10) day period following written notice for financial matters, including, without limitation, the making of a payment required by this Agreement. For defaults not reasonably subject to cure within the cure period, for example the payment of a bribe or other criminal act, this Agreement will terminate effective as of the date set forth in the default notice.
 - iii. Should early termination occur, both Parties will reasonably cooperate in good faith to honor commitments to students participating in the program as of the date of termination. University of Navarra (UN) understands and agrees that it is obligated to pay amounts outlined in the Task Order for the duration of the training even if the relationship is otherwise terminated before the sponsored individual's training is complete. The obligations under this paragraph shall survive the termination of this Agreement.

Exclusivity. The Parties agree that this Program is unique and thus is exclusively for the use and benefit of GW and UN. GW agrees that during the term of this agreement it will not sign a similar agreement that would lead to a Master's degree in Political Communication at another university in Spain, without the prior written approval of UN. UN/FCOM agrees during the term of this agreement not to sign a similar agreement with another university in the United States that would provide academic support or an academic program for its Master's degree in Political and Corporate

Communication students, or assist another U.S. institution in developing an academic program in the substantive area of Political Communication without prior written approval from GW. Exclusivity, as set forth above, is essential under this Agreement.

Representations and Warranties. Each Party represents and warrants that: (a) it is duly authorized to operate under the laws of its respective jurisdiction; (b) it is in good standing under the applicable laws of such jurisdiction; (c) it is expressly and duly authorized by its respective institution to execute this Agreement; and (d) there are no legal restrictions or bars to each Party entering into this Agreement. Each Party also represents and warrants that it has not and will not offer, promise, or authorize the payment or provision of anything of value to any government official, or to any person with the knowledge or belief that he or she will give it to a government official, for the purpose of improperly influencing such government official or securing any improper business or commercial advantage related to this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be an original and all of which will constitute together the same document.

Headings. The headings used in this Agreement are for purposes of ease of reference only, and in no event or respect shall the substance of any provision or the intent of the Parties be interpreted or controlled by any such headings.

Indemnification. Each Party shall defend, indemnify and hold the other party, its trustees, officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent of any negligence or willful misconduct by the indemnifying Party, its officers, agents or employees. The obligations under this paragraph shall survive the termination of this Agreement.

Limitation of Liability. Neither Party shall be responsible for, nor entitled to, any indirect, consequential (including lost profits) or punitive damages, regardless of whether the theory giving rise to such damages is tort or contract or otherwise. THE LIMITATION OF LIABILITY SET FORTH IN THIS PARAGRAPH DOES NOT APPLY IN CASES OF WILLFUL MISCONDUCT, FRAUD, OR NEGLIGENCE, OR IN CONNECTION WITH EITHER PARTY'S CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS.

Force Majeure. Neither Party shall be responsible for any failure or delay in its performance under this Agreement due to an occurrence that has made it impossible to perform under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, shortages or disruption of the electrical power supply causing blackouts or rolling blackouts or other essential utilities, shortages in raw materials or supplies, war or threat of war, riot, acts of terrorism, or threats of terrorism as substantiated by governmental warnings or advisory notices, civil unrest, government or World Health Organization regulation or travel advisory/warning, curtailment of transportation services or facilities, epidemic or pandemic, an act of God (including but not limited to fire, flood, earthquakes or other natural disasters) or acts of government or subdivision thereof affecting the terms of this agreement (including but not limited to any law, regulation, decree or denial of visas or residence permits). In the event that either Party wish to invoke *force majeure*, that Party shall as soon as practicable and no less than within seven (7) calendar days after the occurrence of the event of *force majeure* has become known to that Party, send written notice of such event to the other Party; and (b) take all reasonable steps to recommence performance of its obligations under this agreement as soon as possible. In the event that a *force majeure* event prevents either Party's performance for a period of thirty (30) days, either Party shall be entitled to terminate the Agreement upon written notice to the other Party. The provisions of this paragraph shall not apply to the payment of fees or to any other payments due from either party. The Parties will work in good faith to prevent one party from unfairly benefitting from the force majeure event.

Non-Discrimination. Each Party agrees to subscribe to the principle of equal opportunity and shall not unlawfully discriminate against any person on any basis prohibited by federal law, the District of Columbia Human Rights Act or other applicable law, including without limitation, age, color, disability, gender, gender identity or expression, genetic information, marital or familial status, national origin, pregnancy, race, religion, sex, sexual orientation, veteran status, in the administration of this Agreement.

Governing Law. This Agreement shall be governed and construed, and the rights and obligations of the Parties shall be determined, in accordance with the laws of the District of Columbia without regard to conflicts of laws issues.

Dispute Resolution. The Parties agree to meet and confer in good faith to resolve any dispute arising from this Agreement. If the Parties cannot resolve the dispute via negotiations, either Party may file suit solely in the local or federal courts of the District of Columbia, and each Party hereby consents to the personal jurisdiction and venue of such courts for any such action, regardless of where they may reside or work at the time of such dispute. The Parties hereby waive any right they may have to a trial by jury in any action relating to this Agreement.

Compliance with Law. Each Party agrees to comply in all material respects with all applicable laws, statutes, ordinances, rules, regulations, and judicial and administrative orders and decrees during the term of this Agreement.

Privacy and Confidentiality of Student Educational Records. The Parties agree that, for the purposes of compliance with all applicable Data Privacy Laws, each Party (to the extent it processes students' Personal Data under this agreement) processes Personal Data as an independent data controller in its own right. Nothing in this Agreement is intended to construe either Party as the data processor of the other Party or as joint data controllers with one another with respect to Personal Data. To the extent they process student personal data under this Agreement, each Party will:

- a. comply with all applicable privacy, data security and data protection laws and regulations applicable to the collection, use, transfer, protection, disposal, disclosure, handling, storage, analysis or other processing of students' personal information;
- b. comply with contractual obligations and industry standards, related to its collection, use, transfer, protection, disposal, disclosure, handling, storage, analysis or other processing of personal information; and
- c. immediately inform the other party about the theft or loss of students Personal information.

The transfer of students personal data (according to the categories listed in Schedule 1) from the Organization to the George Washington University shall be governed by the Standard Contractual Clauses (SCCs) attached and incorporated into this Agreement. If there is a conflict between the terms and conditions of the SCCs and this Agreement, the terms and conditions of the SCCs shall control.

Assignment. Neither Party shall assign this Agreement, in whole or in part, without the other Party's prior written consent. Any attempt to assign this Agreement, without such consent, shall be null and void.

Waivers. The delay or failure of either Party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

Severability. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable. If it is possible, any unenforceable or invalid clause in this Agreement shall be modified to show the original intention of the Parties.

Intellectual Property. The use, ownership and licensing rights of any intellectual property created by the University, whether existing or pursuant to this Agreement, shall belong to the University; and the use, ownership and licensing rights of any intellectual property created by the Organization, whether already existing or pursuant to this Agreement, shall belong to the Organization.

Use of Name and Marks. Subject to the terms and conditions set forth in this Agreement, the University grants to Organization a non-exclusive, non-transferrable right to use the University's name, logo, and registered marks in connection with this program. Organization acknowledges and agrees that the rights granted to Organization as a result of or in connection with this Agreement are license rights only, and nothing contained in this Agreement constitutes or shall be construed to be an assignment of any or all of George Washington University's rights in the name, logo, and registered marks.

No Agency. The Parties are strictly independent contractors and are not, in any way, employees, partners, joint ventures or agents of the other and shall not hold themselves out to be the agent, employer, or partner of the other. Nothing contained herein shall be construed to give either Party any authority, right or ability to bind or commit the other in any way. Neither shall, in any way, bind the other in any way unless such Party has received the written consent of the other.

Notices. All notices required or permitted under this Agreement shall be in writing and delivered by confirmed email or by certified mail, and in each instance shall be deemed given upon receipt. All communications to Organization shall be sent to the contact and address set forth in this Agreement. Notices to the University shall be sent to George Washington Executive Education, The George Washington University, 2201 G Street, NW, Washington DC, 20052 (email: gwexeced@gwu.edu).

Survival. The paragraphs concerning Financial Arrangements, Indemnification, Limitation of Liability, Governing Law, Intellectual Property, Use of Name and Marks, and Survival shall survive expiration, cancellation or termination of this Agreement.

Entire Agreement; Modification. This Agreement (and its attachments, if any) constitutes the entire understanding between the Parties with respect to the subject matter hereof and may not be amended except by an agreement signed by an authorized representative of each Party.

Signatures. This Agreement and its amendments may be executed in any one or more counterparts (including by confirmed electronic (e.g. scanned document/pdf) or facsimile transmission), each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. An electronic signature of a Party done pursuant to law, or a signature of a Party transmitted by electronic means, shall be deemed an original signature for purposes of this Agreement.

Appendix A The Program (2023 - 2027)

The Program will be further defined by the Parties at least thirty (30) days prior to performance, meeting the following specifications:

Course of instruction:

The Program will be an intensive four-week session in Washington, D.C. focused on concepts of political management in topics of campaigning, political communication, and strategic governance. Students will take classes and have group visits to offices, organizations, and corporations in Washington, DC that would supplement the lessons that they will be learning in their class (the "Special Events"). The Special Events will be organized by the faculty staff in charge of the Program.

GW will be responsible for providing qualified faculty for the Program, developing the curriculum and course topics in consultation with the Board of Directors of the Master program from the University of Navarra. This includes an evaluation system of the different teachings and activities which will be shared between both parties.

All Program courses and events occurring in Washington, DC will be mostly conducted in English.

Participants: The Program will be offered only to Students enrolled in the University of Navarra's graduate program in Political and Corporate Communication.

Schedule: The program will be held in March of each academic year, or in another month as agreed to by the Parties. Students will take classes five (5) days each week.

Location: GW will provide the classrooms for the development of the Program and adequate space for opening and closure receptions on Campus.

Food & Beverage, lodging, transportation and local transportation: Students are ultimately responsible for food, beverage, lodging and transportation. The University of Navarra may provide information to the Students about housing arrangements and transportation.

Health Insurance. The University of Navarra will be responsible for ensuring that all Students obtain their own health insurance policies with appropriate coverage, including medical evacuation and repatriation coverage.

Visas. GW and the University of Navarra will facilitate the acquisition of appropriate visas for Students, from each institution, However, Students and staff who may participate in this MOU are ultimately responsible for obtaining required documents and visas in compliance with all relevant visa requirements and immigration laws. This includes payment of any U.S. or Spain government or other fees that may be imposed for visa processing or immigration services.

Appendix B
Independent Controller Data Protection Addendum

to

GRADUATE SCHOOL OF POLITICAL MANAGEMENT AND NAVARRA UNIVERSITY AGREEMENT
(the "Agreement")

This Data Protection Addendum ("**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 Processing (as that term is defined below) only, this Addendum shall control.

1. **Scope.** This Addendum will apply to Personal Data exchanged between the Parties in connection with performance of the Agreement.
2. **Definitions**
 1. Except as provided below, all defined terms in this Addendum will have the meanings set out in the Agreement.
 2. In this Addendum the words and phrases below will have the following meanings given to them unless the context requires otherwise:

"**Data Protection Laws**" means all privacy and data protection laws, regulations, and decisions applicable to a Party to this Addendum, including, as the case may be, EU Data Protection Law, UK Data Protection Law, and Swiss Data Protection Law;

"**EU Data Protection Law**" means the EU General Data Protection Regulation ("**GDPR**") and any applicable European Union or European Union member state law, regulation, or ordinance relating to data protection or the privacy of individuals (including, without limitation, the privacy of electronic communications);

"**UK Data Protection Law**" means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and UK Data Protection Act 2018; "**UK GDPR**" means the United Kingdom General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;

"**Swiss Data Protection Law**" means the Switzerland Federal Act on Data Protection of 19 June 1992 (SR 235.1) ("**FADP**");

"**Controller**" means the entity that determines the purposes and means of the Processing of Personal Data, including, as applicable, any "business" as that term is defined by CCPA;

"**C-to-C Transfer Clauses**" means Module One of the Standard Contractual Clauses for the transfer of personal data to third countries approved by the European Commission Decision 2021/914 of 4 June 2021;

"**Data Subject**" means the identified or identifiable person to whom Personal Data relates or, to the extent applicable under Data Protection Laws, the particular household to which Personal Data relates;

"**Personal Data**" means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, including by reference to an identifier, such as a name, an identification number, precise geo-location data, an online identifier, or by reference to one or more factors specific to physical, physiological, genetic, mental, economic,

cultural or social identity. "Personal Data" does not include aggregated, anonymous, or de-identified data, as such terms are defined by Data Protection Laws;

"**Process**" or "**Processing**" means any operation or set of operations performed on Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;

"**Governmental Authority**" means any governmental entity with the power to exercise any regulatory, enforcement, investigative, or other supervisory authority over the Processing of Personal Data under Data Protection Laws.

3. **Roles and Restrictions.** Each Party acts as an independent Controller of Personal Data. The Parties individually determine the purposes and means of their respective Processing. The Parties do not jointly determine the purposes and means of Processing and are thus not joint Controllers in the meaning of Art. 26 of GDPR. Each Party is individually responsible for its processing of Personal Data within the scope of this Addendum in accordance with Data Protection Laws.
4. **Notification Obligations.**
 1. The Party that discloses Personal Data ("**Disclosing Party**") to the other Party ("**Receiving Party**") represents, warrants, and attests that it has all rights and permissions necessary for Receiving Party to use and disclose Personal Data as permitted by the Agreement. Disclosing Party is responsible for providing Data Subjects with any notices and obtaining any consents as required by Data Protection Laws, including Arts. 13 and 14 of GDPR to the extent applicable, for Receiving Party to use and disclose Personal Data as permitted by the agreement. Disclosing Party shall not transfer Personal Data to Receiving Party if such transfer would violate a Data Subject's rights or would otherwise contravene applicable Data Protection Laws.
5. **Data Transfers Between Parties.** The Disclosing Party is responsible for ensuring that any transfers of Personal Data to Receiving Party are consistent with Data Protection Laws.
6. **Security or Processing.** It is the individual responsibility of each Party to process Personal Data within the scope of this Addendum in compliance with Data Protection Laws, including, to the extent applicable, Art. 32 of GDPR. Each Party will implement appropriate technical and organizational measures to provide an appropriate and reasonable level of data security. The technical and organizational measures implemented by the Receiving Party are described in [Schedule 2] of this Addendum.
7. **Data Subject Rights.** Each Party is individually responsible for fulfilling its obligations to respond to requests for exercising Data Subjects' rights regarding the processing of their Personal Data. Data Subjects may exercise their rights against the Controller that is responsible for the Processing that is the subject matter of their respective rights.
8. **Assistance.** The Parties will assist each other to the extent reasonably appropriate in complying with requests or complaints of Data Subjects or Governmental Authorities regarding compliance with Data Protection Laws, including, as the case may be, GDPR and other applicable Data Protection Laws. The Parties will notify each other of any Data Subject requests that they carry out in accordance with their respective obligations under Data Protection Laws, including under Arts. 16, 17(1) and 18 of GDPR, to the extent applicable.
9. **Documentation.** Each Party that Processes Personal Data is individually responsible for fulfilling the applicable requirements pertaining to Controllers under Data Protection Laws, including, as the case may be, Arts. 24 *et seq.* of GDPR, concerning that Party's Processing of Personal Data. Each Party is individually responsible for maintaining a record of processing activities in accordance with Data Protection Laws, such as Art. 30 of GDPR to the extent applicable. Each Party shall maintain a publicly facing privacy notice that describes such

Party's Processing in the capacity of a Controller and contains all disclosures required by Data Protection Laws.

10. International Transfers.

1. To the extent that Processing involves the transfer of Personal Data originating from within the European Economic Area ("EEA"), UK, or Switzerland (whether directly or indirectly), to any country or recipient that has not been recognized under EU Data Protection Law, UK Data Protection Law, or Swiss Data Protection Law as offering an adequate level of protection for such Personal Data, Receiving Party agrees:
 - a. to comply with the C-to-C Transfer Clauses if Personal Data is transferred from the EEA, whereby Disclosing Party will be regarded as the Data Exporter and the Receiving Party will be regarded as the Data Importer;
 - b. to comply with the C-to-C Transfer Clauses, as amended by Clause [10.4], if the Personal Data is transferred from the United Kingdom, whereby the Disclosing Party will be regarded as the Data Exporter and the Receiving Party will be regarded as the Data Importer; or
 - c. to comply with the C-to-C Transfer Clauses, as amended by Clause [10.5], if the Personal Data is transferred from Switzerland, whereby the Disclosing Party will be regarded as the Data Exporter and the Receiving Party will be regarded as the Data Importer.
2. To the extent that the C-to-C Transfer Clauses apply to a transfer of Personal Data in accordance with Clause 10.1, the following additional provisions shall apply to the C-to-C Transfer Clauses:
 - a. The parties' signature to this Agreement shall be considered as signature to the C-to-C Transfer Clauses, which are hereby incorporated into this Addendum by reference;
 - b. Neither Clause 7 (docking clause) nor the optional redress provision of Clause 11(a) of the C-to-C Transfer Clauses are used;
 - c. With respect to Clause 12(a) of the C-to-C Transfer Clauses, the parties agree that (i) liability between the parties as contemplated in Clause 12(a) shall be determined by any liability and/or indemnification provisions in the Agreement; (ii) nothing in Clause 12(a) shall change the interpretation of such liability and/or indemnification provisions and (iii) notwithstanding this [Clause 10.2(c)] of the Addendum, each party shall be liable to the data subject as contemplated in Clause 12 of the C-to-C Transfer Clauses;
 - d. [Schedule 1] shall serve as Appendix 1 to the C-to-C Transfer Clauses, and [Schedule 2] shall serve as Appendix 2 to the C-to-C Transfer Clauses;
 - e. If so required by the laws or regulatory procedures of any jurisdiction, the parties shall execute or re-execute the C-to-C Transfer Clauses as separate documents setting out the proposed transfers of Personal Data in such manner as may be required; and
 - f. In the event of inconsistencies between the provisions of the C-to-C Transfer Clauses and this Addendum, the Agreement, or other agreements between the parties as regards the Services, the C-to-C Transfer Clauses shall take precedence. The terms of this Addendum and the Agreement shall not vary the C-to-C Transfer Clauses in any way, except to the limited extent set out in this Section 10 of the Addendum.
3. To the extent that Personal Data is being transferred in accordance with Clause [10.1(a)] (with respect to transfers from the EEA), the following additional provisions shall apply to the C-to-C Transfer Clauses:
 - a. Receiving Party agrees to observe the terms of the C-to-C Transfer Clauses without modification; and
 - b. The governing law and forum in clauses 17 and 18 of the C-to-C Transfer Clauses, and clause 9 of the C-to-C Transfer Clauses, shall be the law and courts of the EU Member State where the Data Exporter is established, or if the Data Exporter is not established in the EU, the law of the EU Member State in which the representative of the Data Exporter is established.

4. To the extent that Personal Data is being transferred in accordance with Clause [10.1(b)] (with respect to transfers from the UK), then the C-to-C Transfer Clauses shall be amended and subject to the following additional provisions:
 - a. Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 28 January 2022, as it is revised under Section 18 of those Mandatory Clauses; and
 - b. With respect to Section 19 of the Approved Addendum, in the event the Approved Addendum changes, neither party may end the Addendum except as provided for in the Agreement; and
 - c. Any references to the "Clauses" in the C-to-C Transfer Clauses shall include the amendments set out in this Clause [10.4].

5. To the extent that Personal Data is being transferred in accordance with Clause [10.1(c)] (with respect to transfers from Switzerland), then the C-to-C Transfer Clauses shall be amended and subject to the following additional provisions:
 1. References to "Regulation (EU) 2016/679" or "that Regulation" are replaced by "FADP" and references to specific Article(s) of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of the FADP. References to "Regulation (EU) 2018/1725" are removed. References to the "Union", "EU" and "EU Member State" are all replaced with the "Switzerland". The footnotes to the Clauses do not apply;
 2. Clause 13(a) and Part C of Annex I of the C-to-C Transfer Clauses are not used, and the competent supervisory authority is the Switzerland Federal Data Protection and Information Commissioner;
 3. The C-to-C Transfer Clauses shall be understood to also protect the Personal Data of legal entities until the entry into force of the revised FADP; and
 4. Any references to the "Clauses" in the C-to-C Transfer Clauses shall include the amendments set out in this Clause [10.5].

6. The Parties shall work together in good faith to enter into all such additional agreements and documents as may be necessary to ensure the lawful Processing and international transfers of Personal Data for the purposes of Data Protection Laws and this Agreement and to ensure the receipt of all necessary approvals for such Processing from appropriate Governmental Authorities as soon as reasonably possible, including in the event that binding corporate rules or the C-to-C Transfer Clauses are invalidated, amended, replaced, or repealed by any of the originating jurisdiction's Governmental Authorities or under the originating jurisdiction's Data Protection Laws.

[SCHEDULE 1]

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: UNIVERDIDAD DE NAVARRA
2. Address: Campus Unviersitario, s/n. 31009 Pamplona (Navarra, Spain)
3. Contact person’s name, position and contact details: Dr. Enrique Reina, Data Protection Officer, dpo@unav.es
4. Activities relevant to the data transferred under these Clauses: Exchange students promoting internationalization projects that make this possible

Signature and date: _____

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:
2. Address:
3. Contact person’s name, position and contact details:
4. Activities relevant to the data transferred under these Clauses:

Signature and date: : _____

Role (controller/processor):

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

...Students, future students.....

Categories of personal data transferred

Identification and contact data, academic and professional data, curriculum vitae data.....

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.

...Sensitive data will not processed.....

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)

The data will be transferred prior to the exchange, as well as at the beginning of the exchange and periodically until the end of the exchange.

Nature of the processing

Allow the improvement of the academic community by promoting mobility between higher education centres and intercultural coexistence.....

Purpose(s) of the data transfer and further processing

Properly manage the exchange program.....

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

The data will be kept in the academic records in the Parties that participate in the exchange, during the period indicated by the legislation in force the territory in which each of them is located.....

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

The subcontracting of the treatment is not foreseen.....

C. COMPETENT SUPERVISORY AUTHORITY

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

Agencia Española de Protección de Datos (Spanish supervisory authority).....

[SCHEDULE 2]

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

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.

GW Data Privacy and Protection requirements are outlined in the following policies:

- GW Personal Information and Privacy Policy:

<https://compliance.gwu.edu/personal-information-and-privacy-policy>

- GW Privacy of Student Records Policy

<https://compliance.gwu.edu/privacy-student-records>

- GW Information Security Policy

<https://compliance.gwu.edu/information-security>

- Data Management & Protection Standard

<https://privacy.gwu.edu/data-management-and-protection-standard>