

## Student / Staff Exchange Agreement

between

**University of Science and Technology of China**

and

**Ghent University**  
**Faculty of Engineering and Architecture**  
**Faculty of Sciences**

In accordance with a mutual desire to promote international academic, cultural and scientific exchange, Ghent University ('UGent'), a public institution with legal personality, duly organised and existing under the special (Flemish) decree of 26 June 1991 on Ghent University and the University Centre of Antwerp (Belgian Official Gazette of 29 June 1991, as amended afterwards), having its registered office at 9000 Ghent, Sint-Pietersnieuwstraat 25, with company registration number 248.015.142 (Belgium), represented by prof. dr. Rik Van de Walle, rector, by delegation pursuant to the Board of Governors' decision of July 3, 2015 ('UGent') and University of Science and Technology of China (USTC) a public institution with legal personality, duly organised and existing in affiliation to the Chinese Academy of Sciences, having its registered office at 96 Jinzhai Road, Hefei, Anhui 230026, with organization registration number 12100000485001086E (China), represented by Prof. Dr. Bao Xinhe, President, enter into this Student/Staff Exchange Agreement ('SEA') Agreement.

Both institutions, for the purpose of furthering cooperation through both educational and academic exchanges, hereby affirm their intent to promote such exchanges as will be of mutual benefit to their institutions. Educational and academic exchanges are considered here to include but not be limited to:

- Development of mutually beneficial academic programmes and courses;
- Exchange of academic staff for the purpose of teaching, training or research;
- Exchange of students for study, internship or research in the framework of a master thesis;
- Reciprocal assistance for visiting academic staff and students;
- Exchange of documentation and pedagogical information

Both parties decide by mutual consent that all possible financial agreements will have to be negotiated and will depend on the availability of funds.

### A. Student exchange

#### A.1. *Balanced exchange*

- Each university may in principle nominate not more than 4 undergraduate or graduate students for exchange each year. The UGent students going on outbound mobility will originate from the following programmes within the faculty(ies) mentioned above Department of Applied Physics, Faculty of Engineering and Architecture; Computer Science, Faculty of Sciences. Students going on exchange from University of Science and Technology of China to UGent will have to choose the majority of courses (ECTS-credits) at the participating faculty(ies) in this agreement. A minority of courses (ECTS-credits) can be chosen at any other faculty of UGent.<sup>1</sup>
- The Institutions will seek to achieve a fair balance in the number of students exchanged between the two Institutions.

#### A.2. *Screening of the applicants*

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<sup>1</sup> This always needs to be approved by the non-participating faculty(ies).

The home institution will screen applicants according to the admission requirements and language requirements of the Host Institution. The host institution reserves the right to make a final judgement on the admissibility of each applicant nominated for exchange.

### *A.3. Nomination and application procedures*

Each university will nominate their students in a timely manner, respecting the deadlines of the host institution.

At Ghent University, the following nomination and application deadlines apply:

<https://www.ugent.be/prospect/en/administration/application/application-exchange>.

At USTC, the following nomination and application deadlines apply:

<http://fusep.ustc.edu.cn>

### *A.4. Duration of Stay*

A selected student may study for a period of 1 to 12 months at the host institution.

To maintain reciprocity of student exchange, one academic year exchange student (12 months) equals two semester exchange students (6 months), or three summer exchange students (1-2 months).

### *A.5. Status of Exchange students*

Each institution shall normally accept incoming exchange students as non-regular students (i.e. students who do not seek to obtain a degree or other formal qualification from the host university).

### *A.6. Study Programme*

The following types of mobility are possible under this SEA: course study, internship or research in the framework of an undergraduate or master thesis. Each exchange student shall determine the academic activities at the host institution in consultation with academic advisors of both the home institution and the host institution. The academic activities intended will be written down in a Learning Agreement, signed by student, home and host institution before departure. Depending on the study programme, language requirements and/or other prerequisites may be imposed in accordance with the regulations of the host institution. Exchange students will usually be permitted to enter a programme except where such programme is subject to limited enrolments.

### *A.7. Tuition fees and additional costs*

Exchange students participating in the student exchange programme will be exempt from paying tuition and academic fees to the Host Institution. Exchange students must register/enrol at their Home Institution and pay the fees required of them by their Home Institution in order to participate in the student exchange programme.

Each exchange student is responsible for the financial costs of the following items during the exchange period:

- costs related to language proficiency testing;
- travel to and from the Host Institution;
- textbooks, stationery etc;
- travel documentation, visa requirements etc;
- accommodation, meals and living expenses;
- applicable student association fees;
- medical/health and personal injury insurance as required by the Host Institution and country of destination;
- personal travel within the country of destination;
- costs associated with dependents including education and living expenses; and
- all other debts and incidental expenses incurred during the exchange period.

### *A.8. Recognition of study results*

All credits gained during the period of study abroad or during the virtual mobility – as agreed in the Learning Agreement and confirmed by the Transcript of Records – should be transferred without delay and counted towards the student's degree without any additional work by or assessment of the student.

#### A.9. Visa

The host institution will provide students from the home institution with relevant documentation to assist the exchange students in obtaining a student visa. It remains the individual student's responsibility to obtain visa.

#### A.10. Accommodation

Both partners will use their best endeavors to assist exchange students in finding accommodation if an exchange student's application is received prior to the relevant application deadline. It remains the responsibility of the individual student to find accommodation.

#### B. Staff exchange

Both parties hereby agree that:

1. Both parties agree to support the exchange during each academic year of maximum 2 professors from each university.
2. However, this number may vary in any given year provided a balance of exchanges is attained over the term of the agreement.
3. Each host institution will issue appropriate documents for each visiting staff member for the issuance of a visa, in accordance with current national laws. It is the responsibility of each individual staff member to obtain a visa in their home country in a timely manner.

#### C. Insurances

Staff and students from UGent going to University of Science and Technology of China can rely on UGent insurance contracts covering their bodily injury after an accident, covering their liability towards third parties, provided the accident is related to university activities. In the event of a third party claim it is common practice that the third party liability insurance of the hosting university applies, as during the exchange the student / staff member is under the authority, direction and supervision of the hosting university. The third party liability insurance of the UGent will therefore only apply provided the relevant insurance of the hosting university does not apply. For accidents in their private life, or if they wish to top up the health insurance of their health fund and/or UGent insurance, staff and students may choose to take out their own insurances.

Staff and students from University of Science and Technology of China going to UGent should rely on their own insurance contracts, i.e. those put in place by the sending university, covering their bodily injury after an accident, covering their liability towards third parties, provided the accident is related to university activities. In the event of a third party claim it is common practice that the third party liability insurance of the hosting university applies, as during the exchange the student / staff member is under the authority, direction and supervision of the hosting university. The third party liability insurance of University of Science and Technology of China will therefore only apply provided the relevant insurance of the UGent does not apply. For accidents in their private life, or if they wish to top up their health insurance, staff and students may choose to take out their own insurances. There is a legal obligation for all Belgian residents to take out health insurance in Belgium. Staff and students should therefore register with one of the Belgian Health funds upon arrival in Belgium.

#### D. Academic Contact persons

For UGent, Prof. Geert Verdoolaege, (Department of Applied Physics, Faculty of Engineering and Architecture) and Prof. Gunnar Brinkmann (Computer Science, Faculty of Sciences) will be the academic contact persons responsible for the SEA.

For USTC, Prof. Yifu CAI, (Department of Astronomy, School of Physical Sciences; Deputy Director, Office of International Cooperation) and Ms. Qiu Lin (Program manager, Office of International Cooperation) will be the academic contact persons responsible for the SEA.

#### E. Force Majeure

In this clause a “Force Majeure Event” shall mean circumstances beyond the reasonable control of an institution including, but not limited to, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, pandemic, lock-outs, strikes or other labour disputes (whether or not relating to either institution’s workforce).

Neither institution will be liable to the other to the extent that it is unable to perform its obligations by reason of a Force Majeure Event, provided the institution so unable to perform promptly notifies the other of the Force Majeure Event and its causes, following which the institutions shall enter into discussions with a view to alleviating its effects or to agree reasonable alternative arrangements.

If a Force Majeure Event continues for more than 30 days, the institution in receipt of such notice may terminate this Agreement by giving 30 days’ notice to the other institution. The institution serving a notice to terminate may withdraw it if the Force Majeure Event ceases during the 30 day notice period.

#### F. Human Rights

The parties guarantee to respect human rights. Each of the parties may terminate this agreement with immediate effect if the other party is involved in a serious or systematic violation of human rights.

#### G. Intellectual Property Rights

All technical and scientific results arising from the research in the framework of the master thesis are the exclusive property of the host university and the value of such results will be protected according to the regulations of the host university or local law.

#### H. Confidentiality of Information

The parties shall take all reasonable steps not to divulge to third parties any confidential data or information acquired in relation to or in the carrying out of the activities foreseen by this agreement.

#### I. Clause concerning the joint processing of personal data - student exchange

The Parties agree that they will act as Joint Controllers for the processing of Personal Data in the context of the implementation of the underlying agreement.

The Parties therefore wish to define their rights and obligations with regard to the protection of personal data as established in the European General Data Protection Regulation 2016/679 (hereinafter the “GDPR”) 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 and repealing Directive 95/46 / EC, as well as in the Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data (hereinafter the “Personal Data Processing Act”);

The terms below are used in the meaning as defined in the GDPR and the Personal Data Processing Act;

1. The Parties will process the following Personal Data in the context of the implementation of the underlying agreement: First Name – Surname – Gender – date of birth - Nationality— Email address — — Planned start and end date of the mobility – current EQF-level – EQF-level of mobility – area of study – study results
2. The personal data processed by the Parties include the following categories of data subjects: Students.
3. The Parties undertake to communicate with the Data Subjects in a transparent manner on how they can exercise the rights that are granted to them under the GDPR.

The Parties will provide the Data Subjects with the information set out in Articles 13 and 14 of the GDPR by publishing it on an internal platform or website.

4. The Parties undertake to respect the confidentiality obligation when processing personal data and to provide each other with the required assistance that is necessary and / or may reasonably be expected to enable them to meet their obligations under the GDPR.
5. In the event that a Data Subject makes any request regarding his or her personal data to a Party, the responsibility for the execution of such a request lies with the Party receiving the request. The other Party shall assist them in this.
6. If the personal data is processed and / or stored outside of the European Economic Area or by an international organisation, and insofar as no adequacy decision applies, the Parties must additionally sign the standard clauses drawn up by the European Commission. The processing and storage will always take place in accordance with the GDPR as well as, where applicable, the national legislation of the country where the data is being processed / stored, if that would also apply.
7. The Parties shall ensure that appropriate technical and organisational measures are taken to protect the personal data against loss or any form of unlawful processing. The measures to be taken are in line with the available technology.

In the event that there is an infringement with regard to personal data, the Party who committed the infringement will be responsible for the communication (if any) to the Data Subject and, if applicable, to the supervisory authority. The Party will also notify the other Party in writing without unreasonable delay. The Party who committed the infringement is obliged to immediately take the appropriate measures at its own expense to stop the infringement and to limit any adverse consequences of the infringement.

8. If a Data Subject or a third party believes to have suffered damage as a result of (unlawful) processing of personal data or failure to fulfil an obligation, the Party responsible for processing or complying with the obligation will fully indemnify the other Party for this in accordance with the liability rules as established in the GDPR.

If the supervisory authority imposes a fine as a result of an unlawful or negligent act of one Party, it will be obliged to indemnify the other Party in case they have also been imposed with a fine.

9. Mrs Elisabeth Velle acts as a contact person on behalf of GHENT UNIVERSITY within the context of this Data Processing Agreement.

Mrs Hanne Elsen acts as data protection officer on behalf of GHENT UNIVERSITY in the context of this Data Processing Agreement.

Mrs Yujie CHEN acts as a contact person on behalf of University of Science and Technology of China in the context of this Data Processing Agreement

Mrs Jieqin WANG acts as data protection officer on behalf of the University of Science and Technology of China in the context of this Data Processing Agreement.

#### J. Duration of the Agreement

This SEA as well as succeeding plans concerning the concrete proposals of cooperation, shall be effective after approval of the terms of the agreement by the appropriate authorities of the universities. It will remain in effect for a period of 5 years. At UGent, this means the following academic years/semesters: 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026. At the partner university, this means the following academic years: 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026.

Thereafter, the collaboration might be prolonged by negotiating and signing a new SEA.

This SEA may be terminated by either partner providing six (6) months written notice to the other partner.

#### K. Dispute Resolution

All disputes which could not be settled amicably, will be submitted for resolution by mediation to the Party's respective Rector or Provost and one neutral party to be agreed upon by the Parties. This shall take place prior to resorting to arbitration as the dispute resolution procedure. Arbitration is pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC") as existing as of the date of commencement of the arbitration proceedings by an arbitration tribunal of ICC Court of Arbitration composed

of one arbitrator. Claims and actions submitted against USTC shall be governed and construed under the laws in force in P.R. of China, without regard to principles of conflicts of law, and the place of arbitration shall be the P. R. of China. Claims or actions submitted against Ghent University shall be governed and construed under Belgian law, without regard to principles of conflicts of law, and the place of arbitration shall be Ghent, Belgium. In case of mutual claims Swiss law will be the governing law and the place of arbitration shall be Geneva, Switzerland. The arbitration proceedings shall be conducted in the English language. Any and all awards of the arbitral tribunal shall be final and binding upon the parties. If a dispute arises the parties will continue to carry out all their respective obligations under this agreement that are not directly affected by the dispute.

For Ghent University

For USTC

Prof. dr. Rik Van de Walle  
Rector

Date: Jan. 21, 2022  
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Prof. Xinhe Bao  
President

Date: Jan.21, 2022  
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## Annex I: Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

### *Data transfer agreement*

between

\_Ghent University

Sint-Pietersnieuwstraat 25, 9000 GENT (BELGIUM) (hereinafter data importer)

and

\_University of Science and Technology of China

No.96, Jinzhai Road, Hefei 230026, China (address and country of establishment) hereinafter 'data

exporter'

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

### **Definitions**

For the purposes of the clauses:

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

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

### **I. Obligations of the data exporter**

The data exporter warrants and undertakes that:

- (a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- (b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- (c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- (d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data



importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to

it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.

- (e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

## II. Obligations of the data importer

The data importer warrants and undertakes that:

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



to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

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

- (i) the data protection laws of the country in which the data exporter is established, or
- (ii) the relevant provisions <sup>(1)</sup> of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data <sup>(2)</sup>, or
- (iii) the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: iii

Initials of data importer: UGent;

- (i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
  - (i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
  - (ii) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
  - (iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
  - (iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

### III. Liability and third party rights

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

(1) 'Relevant provisions' means those provisions of any authorisation or decision except for the enforcement provisions of any authorisation or decision (which shall be governed by these clauses).

(2) However, the provisions of Annex A.5 concerning rights of access, rectification, deletion

and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected.

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

#### **IV. Law applicable to the clauses**

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

#### **V. Resolution of disputes with data subjects or the authority**

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

#### **VI. Termination**

- (a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- (b) In the event that:
  - (i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
  - (ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;

- (iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
- (iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
- (v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

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

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

#### VII. Variation of these clauses

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

#### VIII. Description of the Transfer

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

Dated: \_\_\_\_\_

Jan. 21, 2022

Jan. 21, 2022

FOR DATA IMPORTER

FOR DATA EXPORTER

Prof. Dr. Rik Van de Walle  
Rector

Prof. Xinhe Bao  
President

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## ANNEX A

### DATA PROCESSING PRINCIPLES

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

7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to opt-out from having his data used for such purposes.
  8. Automated decisions: For purposes hereof 'automated decision' shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
    - (a) (i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and
    - (ii) (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.
- or
- (b) where otherwise provided by the law of the data exporter.

## ANNEX B

### DESCRIPTION OF THE TRANSFER

*(To be completed by the parties)*

#### Data subjects

The personal data transferred concern the following categories of data subjects: exchange students in the framework of an exchange agreement between Ghent University and a partner university outside of the Erasmus area.

#### Purposes of the transfer(s)

The transfer is made for the following purposes: international student exchange

#### Categories of data

The personal data transferred concern the following categories of data: First Name – Surname – Gender – date of birth - Nationality— Email address — – Planned start and end date of the mobility – current EQF-level – EQF-level of mobility – area of study – study results.

#### Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients: at Ghent University: Direction of Educational Affairs (including the central International Relations Office), relevant personnel working with internationalisation in the faculty or department involved.

#### Sensitive data (if appropriate)

The personal data transferred concern the following categories of sensitive data: not applicable

Data protection registration information of data exporter (where applicable): not applicable

Additional useful information (storage limits or other relevant information): not applicable

Contact points for data protection enquiries

Data importer Contact: Data Protection Officer: Hanne Elsen ([Hanne.Elsen@ugent.be](mailto:Hanne.Elsen@ugent.be))

Data exporter Contact: Data Protection Officer: Jieqin Wang ([jane07@ustc.edu.cn](mailto:jane07@ustc.edu.cn))