Learning Outcomes of the EMLE

a. Knowledge

Students will learn:

(1) the precise meaning of economic concepts used in different fields of law;

(2) the economic interpretation of legal concepts in various fields of law;

(3) the economic methods to explain and assess the effects of the law, including an introduction to cost-benefit analysis and Regulatory Impact Assessment.

b. Skills

Students will learn to analyze legal problems using an economic methodology. This will enable them:

(1) to use economic insights in solving real-life cases in various fields of the law;

(2) to assess proposals to change the law on their economic merits;

(3) to explain why the law does not always reach its publicly stated purposes and/or may even produce adverse effects;

(4) to recognize trade-offs of the law (particularly between different efficiency goals and between economic efficiency and potentially conflicting goals of justice);

(5) to assess the need and possibilities for harmonization of laws, relying on the common economic basis of the laws of the EU member states and the economic benefits of centralized decision-making.

Students will equally learn how to write a scientific paper on a topic of Economic Analysis of Law.

c. Attitude

(1) Students will develop a critical attitude towards the legal system based upon economic knowledge. Since students enter the Master's Course from different backgrounds, they will learn to understand the basics of another discipline. This will enable them to engage in interdisciplinary work in the future.

(2) The teaching periods at three different universities will also enable students to work in different cultural environments, which will in turn promote the development of a pan-European culture.

EMLE Learning Outcomes coupled to the Dublin Descriptors

- **Knowledge and Understanding**

EMLE students will be able to identify:

(1) the precise meaning of economic concepts used in different fields of law;
(2) the economic interpretation of legal concepts in various fields of law;
(3) the economic methods to explain and assess the effects of the law, including among others cost-benefit analysis, Regulatory Impact Assessment, and empirical legal studies.

- **Applying Knowledge and Understanding**

EMLE students will be able to analyse legal problems using an accepted economic methodology. In particular, this will enable them:

(1) to use economic insights to solve real-life cases in various fields of the law;
(2) to assess proposals to change the law on their economic merits;
(3) to explain, whenever possible with the aid of quantitative methods, why the law does not always reach its publicly stated purposes and/or may even produce adverse effects;
(4) to recognize trade-offs of the law, particularly between different efficiency goals and between economic efficiency and potentially conflicting goals of justice;
(5) to assess the need and possibilities for harmonization of laws, relying on the common economic basis of the laws of the EU member states and the economic benefits of centralized decision-making.

- **Making Judgments**

EMLE students will be able to formulate judgments about complex problems in law and legal policy, based on transversal and interdisciplinary skills. In particular, they will be able:

(1) to think critically about legal rules based upon economic knowledge;
(2) to analyse the impact of laws and legal arrangements on economic outcomes;
(3) to design legal rules and solutions that improve economic efficiency.

- **Communication**

Because EMLE students come from different backgrounds in terms of studies and geographically, and are expected to work together on several tasks, graduating from the programme will enable them to:

(1) Communicate broadly with people from different cultural environments;
(2) Work together with people having different, but complementary, knowledge, skills, and attitude;
(3) Make presentations and write scientific papers with an interdisciplinary approach to a legal and/or economic problem;
(4) Communicate law and economics knowledge with people unfamiliar with the topic.

- **Lifelong Learning Skills**

The EMLE students will be able to conduct independent research in law and economics, which in turn will enable them to continue studying law and economics autonomously in the course of their professional life. In particular, EMLE students will be able to:

(1) approach and solve independently legal policy problems with a law and economics method;
(2) plan and execute independently medium-scale assignments, both individually and in teams.

Annex III

SYNOPSIS OF THE EMLE COURSES

Version 20 June 2022

First Term (Haifa, Hamburg, Rotterdam)

In this term, students earn 20 ECTS credits. All students are offered introductory courses in Microeconomics and Law and must attend the remaining four courses (two single courses and a double course). ECTS credits earned with each course are reported in brackets.

Course Title	Lecturer	Course description & Learning Goals	Exam Type
Introduction to Law (2ECTS)	RD: A. Biard; HH: Y. Frese Ha: O. Kimhi/I. Verdnikov	This course provides a general introduction to the law and to the study of law. Students will become acquainted with the main fields of law: private law, criminal law, constitutional and administrative law. Specific attention will be paid to the basic differences between common law and civil law systems and to the relationship between national laws and European law. Besides the study and discussion of literature, students will train specific legal skills, such as the use of statutes, the analysis of judgments and the solution of legal cases. This course seeks to: 1. Harmonize levels of understanding of law among lawyers and economists in the EMLE programme 2. Facilitate among lawyers from various countries an understanding of basic legal concepts and doctrines across legal systems 3. Introduce both lawyers & economists to legal concepts and methods that are instrumental in the field of law and economics	Closed book exam (2 hrs)
Introduction to Microeconomics (2ECTS)	RD: I. Jabri HH: J. Gutmann Ha: H. Nevo	Economic analysis of law investigates legal rules and enforcement from an efficiency perspective. The main purpose of this course is to equip students with the fundamental set of conceptual tools of microeconomics, which can be applied to different economic and regulatory problems. After dwelling into the analytics of consumers' and producers' choice, the course discusses the main market structures, risk and uncertainty, and market failures.	Closed book exam (2 hrs)

Concepts and Methods of Law and Economics (4 ECTS)	RD: AS Vandenberghe; HH: R. Sarel Ha: A. Pomelli	This course offers an introduction to the basic concepts and methods of law and economics. It illustrates the broad utility of these tools by way of applications to the analysis of various core areas of law. This course does not aim to develop practical skills or new insights, but rather to show the broad utility of economic analysis of law. By combining examples from various areas of law, students will learn that the economic approach to law provides a unified vision of the law, tying together diverse areas of the law into a common theoretical structure.	Closed book exam (3 hrs) HH: Open book exam (3hrs)
Economic Analysis of Public Law (4 ECTS)	RD: E. Reznichenko-Kantorowicz; HH: Stefan Voigt Ha: t.b.a.	This course offers an introduction to the economic analysis of regulation, which is broadly interpreted as government intervention in market processes. The course illustrates the purposes of regulatory intervention from a welfare economics perspective, and it discusses the tension between public and private interest in regulatory choices. A special focus of this course is on issues of European regulation and on cost-benefit analysis.	Closed book exam (3 hrs) HH: Open book exam (3hrs)
Economics Analysis of Private Law (8 ECTS)	RD: B. Bouckaert, A. Vandenberghe, L.T. Visscher; HH: G. Ringe, R. Sarel Ha: H. Nevo/J. Beldowski	This double course aims at giving students an overview of the most important insights from the economic analysis of private law. It combines economic analysis of property law, tort law, and contract law. As far as property law is concerned, the course integrates the legal and the economic approach to ownership and illustrates costs and benefits of different ways to protect entitlements. As far as tort law is concerned, the course offers a comparative analysis of the legal principles from an economic perspective, particularly regarding the structure of liability, the damage compensation, and the insurance. As far as contract law is concerned, the course illustrates its goals and functions from an economic perspective. Moreover, it aims to provide a functional understanding of the spectrum of feasible contracts and of their use in legal practice.	Closed-book exam (4 hrs) HH: Open book exam (4hrs)

Second Term (Hamburg, Rotterdam, Ghent)

In this term, students earn 20 ECTS credits. All students must attend the same three fundamental courses. In addition, they must attend two specialized course, which depend on the selected track for specialization. ECTS credits earned with each course are reported in brackets.

Partner	Course Title	Lecturer	Course description & Learning Goals	Exam Type

Rotterdam, Hamburg, Ghent	Empirical Legal Studies (4 ECTS)	RD: J. Klick/P. Desmet HH: R. Sarel Gh: B. Merlevede	Modern law and economics is unthinkable without empirical tests. This course makes students familiar with the most important aspects of such tests from the design stage, to the collection of data to the actual estimate of simple econometric models. It is a "hands on" course including many practical exercises. Students of this course will learn to: 1. Think creatively about research design 2. Describe the data 3. Run OLS regressions 4. Interpret the data as it relates to causality	Final exam (3 hrs) HH: Open book exam (3hrs)
Rotterdam, Hamburg, Ghent	Corporate Governance and Finance (4 ECTS)	HH: G. Ringe; GE: C. Van der Elst RD: P. Leyens	Economic efficiency may be undermined by misallocation of financial resources. This course discusses corporate law and financial regulation from the perspective of the correction of financial markets failure. The course focuses on the various legal, contractual and extra-legal mechanisms available to protect (minority) shareholders and other stakeholders from the self-serving behaviour of managers and of controlling shareholders. Moreover, the course addresses the problem of financial distress and its consequences for the financing of private and public enterprises, as well as for financial stability.	Ghent and Hamburg: closed book exam (3hrs)
Rotterdam, Hamburg and Ghent	Competition Law & Economics (4 ECTS)	RD: F. Weber HH: D. Klingler Gh: A. Giannaccari	Competition policy (also called "antitrust policy") is a term used broadly to describe intervention by public authorities to ensure competition in markets for goods and services. This course aims at making students familiar with the application of economic arguments in European competition law. Comparisons with U.S. antitrust law are included where appropriate for a better understanding of cases and the implications of legislation and court rulings on economic efficiency.	Ghent and Hamburg: closed book exam (3hrs)
Rotterdam	Advanced Economics of Regulation (4 ECTS)	N. Philipsen	This course aims to provide students with specialized knowledge in topical fields of economic and social regulation, including applications of competition policy to specific industries. To this purpose, the course supports guest lectures	Combination of final exam and in-class presentation

			by field experts, who are either academics or professionals with a law and economics background, or both. Students are supposed to be already familiar with the methodology of economic analysis of regulation in order to bring the discussion to a more advanced level. This course prepares the students to use their skills both scientifically and in policymaking. The contents of the course are updated yearly. The topics include inter alia regulation of liberal professions, public utilities, environmental regulations and recent developments in competition policy.	
Rotterdam	Markets, Corporations and Regulators Moot Court (4 ECTS)	LT Visscher et al.	This course is designed to provide students with advanced skills on the enforcement of law in the field of regulation of markets. In particular, students learn how to use economic arguments and economic evidence in real-life cases in courts and/or regulatory agencies. The course is organized in a moot court format. Students must take the role of plaintiffs, defendants, regulators or regulatees. They are supposed to base their arguments and decisions, both orally and in writing, on economic analysis of law. The topics, which are reviewed yearly, include inter alia competition law, product liability, mergers and acquisitions, financial and consumer law.	Written exam and presentations
Hamburg	Economic Analysis of Constitutions	S. Voigt	This course aims at providing students an overview of the fast growing field of constitutional law & economics. After laying the groundwork (why an economic theory of the constitution? What concepts of the constitution are used – and useful?), it delves into the normative analysis of constitutions (Rawls, Buchanan). The main focus is, however, on positive issues. These can be separated into the (economic) effects of constitutions on the one hand and the determinants of constitutions on the other. The effects of a number of constitutional rules such as the form of government, the electoral system, and the use of direct	Open book exam (3hrs)

			democracy will be analyzed. After having shown that constitutions can have far-reaching effects, the course asks how the differences between constitutions can be explained. The course closes with a discussion of open questions such as the gap between de jure constitutional rules and their actual implementation. Throughout this course, comparative and quantitative analyses will occupy center stage.	
Hamburg	Economic Analysis of International Law	A. Van Aaken	The economic analysis of international law is a relatively young area of Law & Economics. Many exciting questions have been posed but few have been answered convincingly. The course begins by formulating a number of essential questions with regard to central issues of international law from an economic point of view. The course deals with the sources of international law as well as the role of international organizations in its implementation. It also discusses the relevance of domestic institutions for the implementation of international law. A large chunk of the course is devoted to analyze specific areas of international law (such as investment, trade, but also human rights and refugee law) from an economic point of view	Open book exam (3hrs)
Ghent	EA of Intellectual Property	B. Depoorter	This course will introduce students to the intersection between intellectual property law and economics. Topics range from the economic justification of intellectual property law, the enforcement of intellectual property, the political economy of intellectual property protection, as well as empirical studies of the effects of intellectual property rights on incentives and the level of creativity and innovation in society. The course will focus on copyright law, patent law, trademark law, and trade secrets.	Closed book exam
Ghent	Advanced Contract Law and Economics	M. Kovac	Doctrinal analysis of contract law and the economics of contracts commonly take the perspective of a regulator or a judge. In this course, we will focus on selected topics in	Closed book exam

| | | | contract design and contract bargaining specifically from the perspective of somebody, who structures the relationship of future contracting parties. This change of perspective also requires a shift in our paradigmatic approach to analyze contractual relationships. As a result, the course will first introduce how behavioral economics changes our analytical toolkit for human behavior. The course continues a range of topics such as promises, different incentive structures, performance thresholds, and bargaining mechanics. As an advanced topics course, the course assumes prior knowledge in the economics of contract law. The course heavily relies on experimental and empirical research. | |

Third Term (Hamburg, Aix/Marseille, Vienna, Warsaw, Mumbai, Rome, Barcelona)

In this term, students earn 20 ECTS credits divided as follows: 5 ECTS credits are earned by attending two courses within the specializations introduced already in the second term:

1. Public and International Law Track (Mumbai, Rome, Hamburg)
2. Innovation and Intellectual Property Track (Mumbai, Aix, Barcelona)
3. Markets, Corporations and Regulators (Vienna, Warsaw, Rome, Aix)

15 ECTS credits are earned writing a master thesis in the form of a scientific paper of no more than 13.000 words on a specific subject in Economic Analysis of Law. In principle, supervision of master theses is offered in the area of a specialization, although a variety of other topics is allowed.

Partner	Course Title	Lecturer	Course description & Learning Goals	Exam Type
Aix	Legal Framework for the Digital Economy	P. Belleflamme/P. Bentata	The course aims at providing a thorough and rigorous analysis of the legal issues that follow from the deep effects that the Internet and digital technologies have (i) on the structure of existing markets, (ii) on the creation of new markets, and (iii) on the strategies that economic agents (firms, consumers and regulators) deploy on these various markets. The tools of the theory of industrial organization are used to understand a wide array of online market phenomena, including multi-sided platforms, impacts of 'big data' (targeted advertising and pricing, recommendation systems, privacy), net neutrality and online business models. The course makes use of case studies to make parallels between theory and reality.	tba

			At the end of the course, students should be able to (i) master an array of specific concepts from the theory of industrial organization, so as (ii) to understand how the Internet affects the working of markets, (iii) as well as the strategies implemented by firms, consumers and regulators on these markets, and (iv) to apply these theoretical concepts to inform public policy.	
Aix	Competition Law for New Business Models	P. Garello/F. Marty	The course will first establish, via real life examples, that the production of goods and services is more than ever best characterized as a discovery process driven by an entrepreneurial spirit that constantly shifts the lines of the pre-existing markets and, as a matter of fact, invents new ways of developing profitable businesses (Google, Facebook, Smart phones, Block chains, etc). Starting from this analysis, the course will explore the relevance of the traditional concept of competition law (e.g. monopoly's dead weight losses, SSNIP test or essential facility doctrine for a platform business) and their recent evolution. The course will also re-examine the articulation between, on one hand, ex ante regulation and, on the other hand, ex post correction via competition law in this new market environment. Finally, the role of intellectual property rights and their connection with the dynamic efficiency of markets will be investigated.	tba
Hamburg	European Union Law & Economics	G. Ringe	This course is devoted to an economic analysis of EU integration. We shall evaluate the case for economic integration in fields such as free movement of goods, free movement of workers, freedom of establishment, free movement of services and of capital. Understanding the legal framework and the law-making process is crucial for a complete picture of the EU. The course will also consider the economics of the Euro as a single currency, the design of the Eurozone, and the consequences of the financial crisis.	Closed book exam (3hrs)
Hamburg	EA of International Trade & Investment Law	A. Van Aaken	This course aims at enabling students to carry out the economic analysis of specific aspects of international law autonomously and independently. This promises to be an intellectual challenge as the economic analysis of international law is still in its infancy. An important criterion for the choice of the concrete subject of the course is the timeliness of the topic. Possible topics include – but are not limited to – investment and trade, the economic analysis of international refugee law, or the economic analysis of counterterrorism measures.	Open book exam (3hrs)
Mumbai	L&E of Development: Foundations	P.G. Babu/V. Kumar	The course introduces students to fundamental development problems, issues faced by developing nations, debates on the relationship between law and (economic) development and exposes them to the diversity of international experience regarding legal interventions to promote development. It hopes to encourage students to go beyond multi-country/period statistical analyses and study the interface between law and economy as if both space and time, i.e., the historical context, mattered and appreciate the mutually constitute relationship between law, legal institutions, and economy. The course begins with an introduction to various economic perspectives on the relationship between law and development and then gradually complicates the narrative by bringing in	A short quiz, a class presentation, a review of a paper, and a final written examination

			multidisciplinary critiques, historical studies, and case studies on recent law and development interventions across the world.	
Mumbai	L&E of Development: Institutions	J. Sarkar	This course is designed to expose the student to fundamental theoretical perspectives and empirical research that have developed over the years to study the emergence and functions of institutions, with special emphasis placed on law as an institution. Insights gained in the course will be helpful in understanding the role of institutions in development, and in analyzing the process of economic change.	A class presentation and a final written examination.
Rome	Experimental Approaches to Law Making and Regulation	M. Rizzolli	Students will start with learning what experiments are and how they can be used both to advance our understanding of the world and to design better public policies, regulations and laws. We will then quickly overview the foundations of experimental methodology both in the lab and in the field. Students will thus be introduced to behavioural studies of human cognition and social interactions. Experiments have been key to the emergence of the field of behavioural law and economics and experiments are key to test the policies that exploit behavioural biases and social preferences (nudges).	tba
Rome	Better Regulation	N. Rangone	Students will approach all stages of the regulatory process, from rulemaking to institutional framework and enforcement, and they will acquire tools to improve the flow and the stock of regulation used at national, European and international level. Students will also familiarize with a large body of evidence from cognitive sciences that is relevant to regulation and will discover how it is being currently used in the regulatory process. Another learning goal concerns the analysis of the impact of cognitive sciences on the regulatory toolkit.	75% final assessment & 25% in-class exercises
Warsaw	International Corp. Governance	A.Słomka-Gołębiowska	The aim of the course is to present the interdisciplinary concept of corporate governance by analyzing institutions and mechanisms of corporation supervision as well as institutions and mechanisms ensuring management accountability from international perspective. In different economic systems, different mechanisms and institutions of management supervision have emerged. Hence, the course takes the systemic view of the governance structures found around the world. A systems view tries to discover the "internal logic" of a set of corporate governance mechanisms and institutions - how well do the components fit together? After the course students are capable of blocks building of corporate governance system as well as know the corporate governance mechanisms and their appropriateness of an entire system.	Closed book exam. 70% exam & 30% in-class exercises
Warsaw	International Financial Markets and Regulators	J. Beldowski	The aim of the course is to present the mosaic system of domestic and international supervision over the financial market from the EU perspective and outside of the European Union. The European Union has been active within the financial sector, in particular after the financial crises of 2009. Students will learn about institutions involved in the European supervision, e.g. European	Closed book exam. 70% exam & 30% in-class exercises

			Central Bank as well as they will be taught about various regulations over financial market incluing outside of the European Union.	
Warsaw	Tax Law & Econmics	A. Bogucki and others	The course is devoted to delivering the knowledge on tax Law analysis with emphasis on International Taxation through the prism of Law and Economics. Starting with the possible applications of Law and Economics framework to the specific goals of taxation, showing the interconnection between law, public economics and corporate finance within the international tax law and economics topics. Continuing, the course provides the state of the art behavioral public finance overview of the problems of neoclassical approach to optimal taxation, by presenting the behavioral modeling approach to the commodity and income taxation. Following lecture is devoted the role of corrective taxation in a tax system and it's impact on efficiency and regulation of negative externalities. After establishing the theoretical framework of tax law and economics, the course will introduce students to the general characteristics of international taxation as well as specific topics of international double taxation, transfer pricing and international tax compliance in detail.	Written assignments 50% Final Examination 40% Class Participation 10%
Barcelona	Law and Economics of Innovation	C. Gómez	The course provides a general overview of the problems arising from the interaction between technology and the law. The general economic analysis of contracts, torts and property will be applied to the challenges posed by smart and relational contracts, the interaction between big data and competition law, the internet of things and the application of products liability and insurance to fully automated devices. Sharing and collaborative economy formulas will also be analyzed in the course. References: — Eli M. Salzberger (Ed.), Law and Economics of Innovation, Edward Elgar Publishing, 2012. — Ronald J. Gilson, Charles F. Sabel and Robert E. Scott, "Contract, Uncertainty, and Innovation", in Stefan Grundmann, Florian Möslein and Karl Riesenhuber (eds.), Contract Governance: Dimensions in Law and Interdisciplinary Research, Oxford University Press, 2015.	Final exam (80%) Participation (20%)
Barcelona	Advanced Course on Intellectual Property	A. Rubí	The course focuses on the specific issues that the internet poses to the traditional law and governance of intellectual property rights. From an economic perspective, the course deals with the impact of information technologies on intellectual property law regimes, collaborative creativity on the internet and other forms of shared innovations, digital exhaustion and challenges to the enforcement of intellectual property rights and to the application of traditional remedies. The course also deals with the legal and economic rationales of most of the provisions of the new Directive (UE) 2019/790 of 17 May 2019 on copyright and related rights in the Digital Single Market. Exceptions and limitations	Final exam

			for text and data mining; the protection of press publications concerning online uses; the use of protected content by online content-sharing service providers; and contract adjustment mechanism will be discussed from a law and economics perspective.	

JOINT DEGREE CERTIFICATE

Following the decision of

the University Pompeu Fabra, Barcelona, Spain
the Rector of Ghent University, Belgium
the University of Hamburg, Germany
the Erasmus University Rotterdam, Erasmus School of Law, The Netherlands

in accordance with the Consortium Agreement of the Programme 'European Master in Law and Economics' (EMLE),

it is hereby certified that

«First_and_Middle» «Family_Name»

Born on «Day» «Month» «Year» in «City_of_Birth», «Country_of_Birth»,

has fulfilled the requirements as stated in the EMLE Exam and Thesis Regulations, and therefore has successfully completed the Master's examination for the Programme

European Master in Law and Economics (EMLE)

This student has been awarded the Academic Degree of

LL.M. 'European Master in Law and Economics'

25 October 2021

signature   signature   signature   signature

Dr. Oriol Amat i Salas   Prof.Dr. Rik Van de Walle   Prof.Dr. Georg Ringe   Prof. Sanne Struijk, LL.M.
Rector Universitat Pompeu Fabra   Rector Universiteit Gent   Universität Hamburg   Erasmus Universiteit Rotterdam
Barcelona   Faculty of Law   Erasmus School of Law
                                    Coordinator EMLE   Chair Examination Board

This certificate includes a supplement, including an academic record.

For Barcelona:
On 31 October 2018, this programme was accredited by AQU Catalunya in accordance with Spanish royal decrees 861/2010, of 2 July, and 1393/2007, of 29 October.

For Ghent:
The diploma is given and this programme is accredited in accordance with the Higher Education Code of the Flemish Community dated 11 October 2013, ratified by the Decree dated 20 December 2013. The joint awarding of the diploma by the institutes involved is made to take place in due compliance with articles II.172§3 and II.151 of said code.
On 12 August 2019 this programme was accredited by the NVAO in accordance with the Codex Hoger Onderwijs, especially article II.137§2. This decision remains valid until 30 September 2027.

For Hamburg:
The European Master in Law and Economics (LL.M.) is a Hamburg University Degree according to Hamburg State Regulation (Prüfungsordnung für den Studiengang "European Master in Law and Economics (LL.M.)" vom 14. Dezember 2016; Amtlicher Anzeiger Nr. 25 vom *13. März 2017)*.
On 1 October 2019 this programme was accredited by the Akkreditierungsrat. This decision was based on the special procedure for Joint Degree Programmes. This decision remains valid until 6 May 2025.

For Rotterdam:
On 15 July 2013 this programme was accredited by the NVAO in accordance with the Dutch Higher Education and Research Act.
On 7 May 2019 this programme is accredited by the NVAO based on the European Approach Standards for Quality Assurance of Joint Programmes in the European Higher Education Area, issued in October 2014 and approved by the EHEA ministers in May 2015. This accreditation is valid until 6 May 2025.

STANDARD CONTRACTUAL CLAUSES[1]

Personalized to Module 1 choice. Transfer controller (EMLE) to controller (IGIDR)

SECTION I

Clause 1

Purpose and scope

(a)   The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)[2] for the transfer of personal data to a third country.

(b)   The Parties:

     (i)   the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter "entity/ies") transferring the personal data, as listed in Annex I.A. (hereinafter each "data exporter"), and

     (ii)   the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each "data importer")

have agreed to these standard contractual clauses (hereinafter: "Clauses").

(c)   These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(d)   The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

(a)   These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the

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[1]   Copied   from   https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en

[2]   Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295 of 21.11.2018, p. 39), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision [...].

Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(b)   These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

(a)   Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

(i)   Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;

(ii)   Clause 8 - Module One: Clause 8.5 (e) and Clause 8.9(b); Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e); Module Three: Clause 8.1(a), (c) and (d) and Clause 8.9(a), (c), (d), (e), (f) and (g); Module Four: Clause 8.1 (b) and Clause 8.3(b);

(iii)   Clause 9 - Module Two: Clause 9(a), (c), (d) and (e); Module Three: Clause 9(a), (c), (d) and (e);

(iv)   Clause 12 - Module One: Clause 12(a) and (d); Modules Two and Three: Clause 12(a), (d) and (f);

(v)   Clause 13;

(vi)   Clause 15.1(c), (d) and (e);

(vii)   Clause 16(e);

(viii) Clause 18 - Modules One, Two and Three: Clause 18(a) and (b); Module Four: Clause 18.

(b)   Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

(a)   Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

(b)   These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

(c)   These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

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

Clause 6

Description of the transfer(s)

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

Clause 7

Docking clause

Left void.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

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

8.1   Purpose limitation

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

(i)   where it has obtained the data subject's prior consent;

(ii)   where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or

(iii)   where necessary in order to protect the vital interests of the data subject or of another natural person.

8.2   Transparency

(a)   In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:

(i)   of its identity and contact details;

(ii)   of the categories of personal data processed;

(iii) of the right to obtain a copy of these Clauses;

(iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.

(b) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.

(c) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.

(d) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.3 Accuracy and data minimisation

(a) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.

(b) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.

(c) The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

8.4 Storage limitation

The data importer shall retain the personal data for no longer than necessary for the purpose(s) for which it is processed. It shall put in place appropriate technical or organisational measures to ensure compliance with this obligation, including erasure or anonymisation[3] of the data and all back-ups at the end of the retention period.

8.5 Security of processing

(a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the

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[3] This requires rendering the data anonymous in such a way that the individual is no longer identifiable by anyone, in line with recital 26 of Regulation (EU) 2016/679, and that this process is irreversible.

personal data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter "personal data breach"). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.

(b) The Parties have agreed on the technical and organisational measures set out in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

(c) The data importer shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(d) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.

(e) In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the data importer shall without undue delay notify both the data exporter and the competent supervisory authority pursuant to Clause 13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.

(f) In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data exporter, together with the information referred to in paragraph (e), points ii) to iv), unless the data importer has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case, the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.

(g) The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

8.6   Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences

(hereinafter "sensitive data"), the data importer shall apply specific restrictions and/or additional safeguards adapted to the specific nature of the data and the risks involved. This may include restricting the personnel permitted to access the personal data, additional security measures (such as pseudonymisation) and/or additional restrictions with respect to further disclosure.

8.7 Onward transfers

The data importer shall not disclose the personal data to a third party located outside the European Union[4] (in the same country as the data importer or in another third country, hereinafter "onward transfer") unless the third party is or agrees to be bound by these Clauses, under the appropriate Module. Otherwise, an onward transfer by the data importer may only take place if:

(i)   it is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;

(ii)   the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question;

(iii)   the third party enters into a binding instrument with the data importer ensuring the same level of data protection as under these Clauses, and the data importer provides a copy of these safeguards to the data exporter;

(iv)   it is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;

(v)   it is necessary in order to protect the vital interests of the data subject or of another natural person; or

(vi)   where none of the other conditions apply, the data importer has obtained the explicit consent of the data subject for an onward transfer in a specific situation, after having informed him/her of its purpose(s), the identity of the recipient and the possible risks of such transfer to him/her due to the lack of appropriate data protection safeguards. In this case, the data importer shall inform the data exporter and, at the request of the latter, shall transmit to it a copy of the information provided to the data subject.

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

8.8 Processing under the authority of the data importer

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

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[4]   The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

8.9 Documentation and compliance

(a) Each Party shall be able to demonstrate compliance with its obligations under these Clauses. In particular, the data importer shall keep appropriate documentation of the processing activities carried out under its responsibility.

(b) The data importer shall make such documentation available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

Left void.

Clause 10

Data subject rights

(a) The data importer, where relevant with the assistance of the data exporter, shall deal with any enquiries and requests it receives from a data subject relating to the processing of his/her personal data and the exercise of his/her rights under these Clauses without undue delay and at the latest within one month of the receipt of the enquiry or request.[5] The data importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.

(b) In particular, upon request by the data subject the data importer shall, free of charge :

   (i) provide confirmation to the data subject as to whether personal data concerning him/her is being processed and, where this is the case, a copy of the data relating to him/her and the information in Annex I; if personal data has been or will be onward transferred, provide information on recipients or categories of recipients (as appropriate with a view to providing meaningful information) to which the personal data has been or will be onward transferred, the purpose of such onward transfers and their ground pursuant to Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 12(c)(i);

   (ii) rectify inaccurate or incomplete data concerning the data subject;

   (iii) erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party

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[5] That period may be extended by a maximum of two more months, to the extent necessary taking into account the complexity and number of requests. The data importer shall duly and promptly inform the data subject of any such extension.

beneficiary rights, or if the data subject withdraws the consent on which the processing is based.

(c) Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.

(d) The data importer shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter "automated decision"), which would produce legal effects concerning the data subject or similarly significantly affect him / her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lays down suitable measures to safeguard the data subject's rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:

   (i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and

   (ii) implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view and obtain review by a human being.

(e) Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the request or refuse to act on the request.

(f) The data importer may refuse a data subject's request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.

(g) If the data importer intends to refuse a data subject's request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

Clause 11

Redress

(a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

(b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

(c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:

(i)   lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;

(ii)   refer the dispute to the competent courts within the meaning of Clause 18.

(d)   The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.

(e)   The data importer shall abide by a decision that is binding under the applicable EU or Member State law.

(f)   The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

(a)   Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

(b)   Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.

(c)   Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

(d)   The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.

(e)   The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

Clause 13

Supervision

(a)   The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

(b)   The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring

compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

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

Clause 14

Local laws and practices affecting compliance with the Clauses

(a)   The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

(b)   The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

    (i)   the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

    (ii)   the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards[6];

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[6] As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

(iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

(c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

(e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a). [For Module Three: The data exporter shall forward the notification to the controller.]

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

Clause 15

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

15.1 **Notification**

(a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

(i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

(ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the

country of destination; such notification shall include all information available to the importer.

(b)   If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

(c)   Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.). [For Module Three: The data exporter shall forward the information to the controller.]

(d)   The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

(e)   Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2   Review of legality and data minimisation

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

(b)   The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request. [For Module Three: The data exporter shall make the assessment available to the controller.]

(c)   The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

(a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

(b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

(c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

    (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;

    (ii) the data importer is in substantial or persistent breach of these Clauses; or

    (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

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

(d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

(e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

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

Clause 18

Choice of forum and jurisdiction

(a)   Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.

(b)   The Parties agree that those shall be the courts of __THE NETHERLANDS__.

(c)   A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.

(d)   The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX

ANNEX I

A. LIST OF PARTIES

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

1. Name: **Erasmus University Rotterdam, representing the partners of the European Master in Law and Economics (EMLE) by virtue of clause L of the Consortium Agreement concerning the Programme 'European Master in Law and Economics (EMLE) (CA2022).**

Address: Burgemeester Oudlaan 50, 3062PA Rotterdam, the Netherlands
Contact person's name, position and contact details: prof. E. Brinksma; president of the executive board EUR
Activities relevant to the data transferred under these Clauses: European Master in Law and Economics (EMLE)

Signature and date:
Role: Legal Representative

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*
1. Name: ... **INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH (IGIDR)**
Address: ... General Arun Kumar Vaidya Marg, Film City Road, Santosh Nagar, Goregaon-East, Mumbai-400065.
Contact person's name, position and contact details: ...
Name : Dr. Jai Mohan Pandit
Position: Registrar
Contact Details:+91 022 69096505
Activities relevant to the data transferred under these Clauses: ...
European Master in Law and Economics programme
Signature and date:

Annex VIII – Data Transfer Agreement EMLE and IGIDR

Role (controller/processor): **Controller**

B.   DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred
- **Students**

Categories of personal data transferred
- Full name
- Gender
- Date, place and country of birth
- Nationality
- Email address
- Study results, ranking of students and applicants.
- Information about previous education (information on the diploma/credits received, from which university, copies of diplomas and/or transcripts).

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.

The data will be protected with password and backup copy of the data will be on the Google cloud with access rights to authorized person. The access log will be maintained.

- **Data is transferred by the EMLE Management Office to the student office of the IGIDR soffice@igidr.ac.in securely and in an encrypted manner through online portal, e.g. "surf" file sender (www.surf.nl).**

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).
- **Data of students who will attend the IGIDR Mumbai (ca. 10 students annually) is sent for the purpose of enrolment at the IGIDR once a year in December. Information about students graduating from the EMLE program (name, EMLE grades, thesis titles and ranks) are sent for the purpose of preparing the diploma from IGIDR once per year in November.**

Nature of the processing
- **Data will be saved as provided in an excel sheet on a local computer/shared files of the IGIDR. Data will not be altered, but used for reference purposes, to contact students or for statistics.**

Purpose of the data transfer and further processing
- **Data of students studying at the IGIDR Mumbai are needed to enroll the students and to issue EMLE diplomas from the IGIDR Mumbai to graduating students.**

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period
- **Until the student's graduation ceremony.**

For transfers to (sub-) processors, also specify subject matter, nature and duration of the Processing
- **Not applicable.**

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C.   COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13
Dutch Data Protection Authority (Dutch DPA)

Autoriteit Persoonsgegevens
PO Box 93374
2509 AJ DEN HAAG

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

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

[Examples of possible measures:

   Measures of pseudonymisation and encryption of personal data: **Protecting with a password.**

   Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services: **Rrestricted access only to the student office. The data will be kept in one of the PC alloted to student office with access rights.**

   Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident: **Copy of this data will be kept on google cloud to maintin business continutity.**

   Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing: **Yes.**

   Measures for user identification and authorisation: **Utlizing google indentification for cloud access. Local computer user access rights for data stored locally in student office computer.**

   Measures for the protection of data during transmission: **transfer over https and file is protected with password wherever required.**

   Measures for the protection of data during storage: **Local user access rights and data protected with password.**

   Measures for ensuring physical security of locations at which personal data are processed: **Student officve is under lock & key, CC TV monitoring 24X7, and under direct security watch.**

   Measures for ensuring events logging: **Default Computer event logging.**

Measures for ensuring system configuration, including default configuration:.
Implemented automatic windows updation, firewall , antivirus updates and checks are done periodically on computers of end users.

Measures for internal IT and IT security governance and management:
Student office staff, IT staff and contractors are being carefully vetted regarding data security; they are trained periodically to maintain awareness of data secuity, privacy, and maintain confidentiality.

Measures for certification/assurance of processes and products:
Currentely we do not have thrid party certification or SOC2 compliance but the authorities of the institute can sign agreement that The DATA related to EMLE will be used by student office only and kept it secure and confidential by follwing all the mentioned mesures.

Measures for ensuring data minimisation:
Only the necessary data of EMLE, which the student office will use, are stored by the student office, and only necessary information requested is accessed .

Measures for ensuring data quality:
The EMLE data sent by the students are stored in the student's office to maintain the accuracy of the data for the intended use. The data are maintained in the same format and file type for all the students. The student office regularly updates any changes to ensure that all the data is up to date and complete.

Measures for ensuring limited data retention:
All the EMLE data will be stored in year-wise folder on a PC under the custody of the soffice, and a copy of data will be maintained in google could year-wise, and the data will be stored till the EMLE students graduate. After that, the respective year-wise data folder will be erased from the local PC and from google cloud by the student office.

Measures for ensuring accountability:
The soffice staff are trained to maintain the confidentialy of the data and to maintain log book to keep records of whoever accesses this EMLE data and held responsible to maintain the data access.

Measures for allowing data portability and ensuring erasure:
As data is expected in pdf, excel, and images, the software is available on different platforms to access the data for portability. Soffice staff along with IT staff will be deleting the data from the personal PC as well from cloud once the retention period is over.

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

Not Applicable.

LIST OF SUB-PROCESSORS

Not Applicable

Annex IX - Usage of Personal Data within the EMLE Programme

The EMLE office handles personal data of applicants to the European Master in Law and Economics on behalf of the EMLE Consortium, who become students and later alumni of the programme. Data are submitted by students at different points of time and means to 1) the EMLE office in Rotterdam (by email or through online application portal), 2) to the different partner universities EMLE offices or enrolment offices by email or online registration portals (e.g. studielink at the EUR or similar at other EMLE universities). In the following all procedures and types of data are mentioned in order of the different timepoints, application, admission, enrolment at partner universities, graduation and alumni (relations).

Application:

Data that students submit themselves upon application are:

1) Full name
2) Gender
3) Email address
4) DOB, POB, country of birth
5) Nationality
6) Country of residence including a document as proof thereof
7) Passport copy
8) Student picture
9) Diploma and transcript copies, name of previous degree issuing institution
10) CV (which may include a home address, phone number, email address etc).
11) Motivation letter

Data that is added per student on their behalf:

1) Up to two letters of reference from a supervisor/colleague/employer

The EMLE Management Office (currently at the EUR) on behalf of the EMLE Consortium has access to this data and grants access to the student documents to the two reviewers. The reviewers have only access to the data of students who have submitted their full applications, not to students who only started a draft. Access is granted through the application portal with username and password. Reviewers apply scores to the applicants' portfolios.

On behalf of the EMLE Consortium, the EMLE Management Office downloads the following student data after the review is completed in order to establish the ranking to be presented to the Joint selection committee (JSC):

1) Full name
2) Email address (will not be forwarded to JSC)
3) Nationality
4) Residence information (without documentation)
5) Scores of the reviewers

The JSC is comprised of the local coordinators of the 9 EMLE partners, who will decide on a cut-off score for admission and also – if applicable – scholarship nominations, based on the rules of the European Commission for Erasmus Mundus Joint Master Programmes. If JSC members would like to double-check applicants' submitted documents, they may request specific access to individual files, forwarded by the EMLE Management by an online data transfer system (e.g. Surf File Sender).

<u>Admission:</u>

For all students who have submitted their completed application, if admitted or not, the following documents are downloaded and kept for 10 years due to regulations of the European Commission (in case students' have complaints later on about scholarship nominations).

1) Copies of diplomas and transcript of records
2) CV
3) Motivation letter
4) Reference letters
5) Documents for proof of residence (if submitted)

Students who are invited for admission and accepted their place, also passport copies, pictures and eventually proof of English proficiency are downloaded and saved to the computer into individual folders by student name and per academic year. Also, preferences for EMLE locations/tracks are downloaded and stored. At this point, different student lists, based on Microsoft Excel, will be established for the purpose of allocation of students, checklists for tuition fee payments and submission of important hardcopy documents. In May, a student list will be compiled form the following data:

1) EMLE ID
2) Student ID at the Erasmus University
3) Application status (activation of status in the Osiris database from EUR)
4) Financial status (regular EU/regular non-EU/scholarship EU or non-EU/waiver EU or non-EU)
5) First, middle, last name
6) Gender
7) DOB, POB, country of birth
8) Age
9) Country issuing passport (nationality)
10) Second nationality (if applicable)
11) Country of residence
12) Personal email address
13) EMLE email address
14) First, second, third EMLE location
15) EMLE track
16) Previous studies (law/economics/other)

Some of the data (nationalities, countries, track information, gender and age) are used to prepare general student statistics for Board Meetings or other representative purposes without providing any personal information.

Each Partner University receives a list of only those students who will attend their university for purposes of contacting students by email and provide local information to them. Students take care of (providing personal data for) registration locally at the different universities themselves, and also for the purpose of immigration, if necessary. These lists are sent by online data transfer services, e.g. "surf file sender".

The EMLE office provides a list of all students per academic year (name, EMLE locations/term and EMLE email addresses) to all registered students via an appendix of the Student Agreement, which only students receive by email or in a printed version.

EMLE offices provide names and pictures, information about previous studies (see above) and nationality, to lecturers, either by email or in printed versions, to use in their classes.

<u>Student progress/grades:</u>

Student grades are registered by each Partner University (often in the universities' student database, e.g. Osiris at EUR) and then sent in excel lists by email to the Rotterdam Management office. The lists contain the name of the student and their EMLE ID, the name of the course and the grade. These grades are then sent by email to the EUR exam administration in excel lists containing course name and code, student name, EUR student number and grades. The grades are then entered per course to the student progress database Osiris.

During the academic year the EMLE office keeps track of all grades in a Master file (excel, access restricted, shared files at the EUR). The exam commission (one academic staff member per EMLE partner, who is not an EMLE local coordinator) is taking the graduation decision for all students, based on a full list of all students (name, EMLE locations, all grades/course, thesis grades, average grade, ranking, information about failing or passing and distinctions). These lists are shared by email from the EMLE office with the exam committee members.

Students will receive then by email the decision of graduation and a final transcript of records as pdf files by email with only their own personal information.

<u>Diploma issuing:</u>

Each partner University that awards <u>national degrees</u> receives the final grades of their own students for all EMLE courses, including thesis grades and titles, together with their personal rank, the average class average and total points average of the class by email from the Rotterdam Management office. Each university is then arranging issuing of the degree within their partner university.

The <u>Joint Degrees</u> are prepared at the University of Rotterdam, where all grades, including thesis grades are registered in the Osiris database. Diplomas and diploma supplements are prepared by the Rotterdam Management Office. Scans thereof are also provided by surf file sender-transfer to the exam administration to be entered into the student database. The EUR forwards graduation information of all successful students to the national registration database DUO. Here all students can request verification of their degrees also years after.

<u>Graduate databases:</u>

The EMLE Management keeps the files with all student names, EMLE locations, email addresses, graduation information and – as much as possible – scans of diplomas and diploma supplements. This is for verification purposes of degree, grades and successful graduation.

<u>Alumni relations:</u>

For statistical and representative purposes, we are trying to keep updates about who our alumni are, where they are from, where they work/in which position and which universities they attended and in which EMLE academic year, we keep an alumni database. For this, the EMLE office maintains (currently) an excel file with all available data, including data that alumni provided during two affinity telephone campaigns done in 2015 and 2016. Data is supposed to be transferred to a CRM database in collaboration with the EUR alumni relations office. Before and during the affinity campaigns, alumni were also asked if we were allowed to keep their personal data for alumni relations management and removed data that allows tracking individuals, whenever requested.

Reporting responsibilities towards the EACEA of the European Commission:

The EMLE Management is responsible to provide data of applicants to the EACE via the EMT database. Depending on the status of applicant (nominated for scholarship, waiting list (top 100 by rank) and the rest of the applicants, different information is required to be entered. For students nominated for a scholarship and on the waiting list (top 100) name, gender, application rank, nationality, residence, mobility, and name and country of last degree-issuing university are required. For all admitted applicants beyond 100, only gender and nationality are required.

Payment of scholarships to EMLE EMJM scholarship holders:

Scholarships are paid from money provided to the EMLE consortium through the EMLE coordinating university, currently Erasmus University Rotterdam. For this purpose, scholarship holders are asked to open a European bank account and provide their banking information and registered address in Europe to the EMLE management office, who requests regular bank transfers from the Erasmus University of Rotterdam to each scholarship holder. For this purpose, the following information are forwarded to the finance department of the EUR by email:

1) Name
2) Residential address (EU)
3) IBAN number, SWIFT and name of EU bank
4) Dob
5) Scan of bank pass
6) Documentation of account owner information (e.g. letter showing account number, scholarship holder name and address)