



STUDENT EXCHANGE AGREEMENT

between

El Colegio de México, Mexico

and

Leiden University, The Netherlands

In order to further strengthen the cooperation between El Colegio de México (COLMEX) and Leiden University (LEI), the two universities agree to implement the following reciprocal student exchange programme under the general provisions of the Memorandum of Understanding, signed by both institutions on 25 June 2009.

This agreement succeeds and replaces the Student Exchange Agreement signed by both institutions on 12 March 2020.

1. Definitions

For the purpose of this agreement, "home" university shall mean the institution at which the student intends to graduate, and "host" university shall mean the institution which has agreed to accept the student from the home university.

Semester or academic year shall normally refer to the period relevant to the host institution.

2. Student Exchanges

2.1 Number

Each university is prepared to send students and receive the equivalent number in exchange annually. Normally, the exchange will involve a maximum of two (2) students from each university for one academic year, or four (4) students from each university for one semester.

2.2 Balance

While balance in the number of exchanges is the goal, the universities recognise that this may not be achievable every academic year. Reasonable efforts will be made to achieve parity over a period of three academic years.

2.3 Selection and Acceptance of Exchange Students

Selection of candidates shall be made by the home university. It is understood that both universities will strive to select only students of the highest academic quality to participate in the programme. Candidates should, in principle, have the equivalent of a GPA of at least 3.0 out of 4.0, or 8.0 out of 10.0, depending on the scale used by the home university. Candidates with a slightly lower GPA can be discussed on a case by case basis.

Candidates are to be bachelor's or master's students. Bachelor's students must have completed their first two years of study at the home university by the start date of the exchange period.

Providing proof of adequate language skills is particularly important. Candidates can do so according to the specifications outlined by each institution on their respective websites.

Selected students shall then be nominated and apply for an exchange in accordance with the published procedures of the host university.

The host university has the right to make the final decision on accepting students to the exchange programme and to individual courses.

2.4 Rights and Obligations

Exchange students will be registered at the host university as full-time non-degree students.

Exchange students will be subject to the relevant rules and procedures of the host university.

Each exchange student will be provided with the same academic resources and support services that are normally provided at the host university to regular students of the same academic level.

Exchange students will receive reasonable assistance from the host university in locating suitable accommodation.

Exchange students must comply with national requirements regarding visas and residence permits. The host university will help students to follow the appropriate procedures.

Each exchange student is responsible for making arrangements for a suitable insurance plan, which must include sufficient medical coverage. COLMEX students in Leiden must also have adequate coverage for liability.

2.5 Academic Record and Credit Transfer

The host university will provide transcripts of each student's academic performance during the exchange period. These shall be sent directly to the home university as soon as possible. Any academic credit earned at the host university will be transferred back to the home university in accordance with procedures determined by the latter.

2.6 Costs

Students will pay their regular tuition and fees to the home university. No further tuition costs will be charged by the host university for regular academic courses.

Exchange students are responsible for all other costs associated with the exchange period, including those of visas, residence permits, insurance, accommodation, meals and orientation activities.



3. Duration, Termination and Dispute Settlement

3.1 Duration

This Agreement shall become effective from the start of the academic year 2024-2025 and shall be valid until the academic year 2028-2029.

3.2 Renewal

The Agreement may be renewed by mutual written consent at least six (6) months prior to the expiration date.

3.3 Modification

This Agreement may be amended or modified at any time by the mutual written consent of both universities.

3.4 Termination

This Agreement may be terminated by either university at any time provided that the terminating university gives written notice of its intention at least six (6) months prior to the termination date and that no activities already in progress are unduly affected by such termination.

In particular, the termination of this Agreement shall allow for any participating students who have commenced at either university before or at the date of the termination to complete their approved course of study.

The termination of the Memorandum of Understanding which this Student Exchange Agreement implements, signed by COLMEX and LEI on 25 June 2009, will automatically result in the termination of this Agreement.

3.5 Dispute Settlement

Should any dispute arise in connection to any aspect of this Agreement, the universities shall make their best efforts to resolve the dispute amicably. If, in spite of their best efforts, the universities are not able to resolve the dispute within sixty (60) days, or as otherwise mutually agreed in writing, the Agreement will be terminated, provided that participating exchange students who have commenced their exchange at either university before or at the date of the termination, will be allowed to complete their approved course of study in accordance with this Agreement.

4. Data Protection

The institutions will comply with all applicable local and national laws and regulations with respect to activity under this Agreement, including law related to anti-bribery, economic sanctions, export control, anti-boycott, privacy and data protection, higher education, and accreditation standards or procedures.

In effect since 25 May 2018 and updated 4 June 2021, the institutions will comply with the EU



Standard Contract Clauses¹ (data transfer controller to controller, module I and Annex I, with exemption of clause 7 & 9 in module I) and other applicable legislation and regulations concerning the processing of Personal Information. Parties will determine in good faith how they will apply these laws and the data processing principles cooperating within El Colegio de Méxicoand Leiden University.

Parties ensure that personal data is adequately encrypted during transport.

Signed on behalf of El Colegio de México

Prof. Silvia E. Giorguli Saucedo President

Date: 7-03-2024

Signed on behalf of Leiden University

Prof. Annetje Ottow

President , bat Hester Bijl

Date: 16-02-2024

 $^{{}^{1} \}underline{Standard\ Contractual\ Clauses\ (SCC)\ |\ European\ Commission\ (europa.eu):} \\ \underline{https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc\ en}$

STANDARD CONTRACTUAL CLAUSES ANNEX I

A.LIST OF PARTIES

Data exporter(s)/Importer(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: Leiden University

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Signature and date: ...

2. Name: El Colegio de México

Address: Carretera Picacho Ajusco 20, Col. Ampliación Fuentes del Pedregal, 14110,

Tlalpan, Mexico City, Mexico.

Ms. Luisa Alejandra González Barajas

Head of the Academic Exchange Office

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Activities relevant to the data transferred under these Clauses: student nominations and student applications for exchange.

Signature and date: ... Which 3rd 2024

