## Extension of Agreement of Academic Cooperation Between The Regents of The University of New Mexico, United States of America And University of Essex, United Kingdom

## Whereas:

The University of New Mexico signed an Agreement for Exchange ("Agreement") with the University of Essex in order to strengthen the collaborative research, faculty exchanges, as well as student mobility programs between the two institutions.

## And:

That the Agreement could be extended by the consent in writing by both parties for five-year periods.

NOW, THEREFORE, in accordance with the section 14b of the original Agreement signed in June 2014, the participating universities desire hereby to record their consent that this Agreement be extended for an additional five (5) years effective as of the date at execution by the appropriate officers of each signatory institution. Clauses of the Agreement remain unchanged.

Upon signing this Agreement extension, it must be acknowledged that:

- University of Essex and University of New Mexico shall undertake all reasonable measures to give
  maximum effect to this exchange programme. Such actions will include the exchange of academic
  handbooks, newsletters and promotional materials.
- The parties acknowledge that University of Essex is subject to the General Data Protection Regulation (EU 2016/679) (GDPR), and that as such, it transfers personal data to countries outside the European Economic Area that have not received adequacy decisions from the European Commission, only where appropriate safeguards are in place, or where the Data Controller has carried out its own assessment of adequacy (appendix 1 as seen on page 3).
- University of Essex will send to the host institution names, information regarding student identity, contact details and course details of the selected students. The host institution will send to University of Essex details of the student's academic achievements at the end of the exchange.
- Exchange of any other personal data regarding exchange students, which may need to be shared between the parties due to medical emergencies or personal incidences, will be based on the consent of the student.

In witness hereof, the duly authorized representative of each institution agrees to the provisions of this document.

On behalf of The University of Essex

On behalf of The University of New Mexico

Name: Mr. Bryn Morris

Title: Registrar and Secretary

Date: 28.06.2019

Name: Nicole Tami, PhD

Title: Executive Director, Global Education

Initiatives

Date: May 21, 2019

Appendix 1 – adequacy of sharing:

The University of Essex has assessed the risks in transferring personal data to a third country, and judges that the risks to the rights and freedoms of data subjects are low, based on the following:

- 1. Data Subjects have freely chosen to study abroad, and understand that not all countries offer the same level of protection for their personal data;
- 2. The information shared is adequate, relevant and limited to what is necessary;
- 3. The information shared is necessary for the contract between Essex and the Host Institution;
- 4. The information shared is necessary for the contract between the student and both Essex and the Host Institution;
- 5. The information shared will be used for a short period of time only, and thereafter the student will share required information for the contract directly with the Host;
- 6. Any further sharing will be done on the basis of the informed consent of the student.