



**AGREEMENT FOR ACADEMIC FACULTY EXCHANGE
BETWEEN THE
BOARD OF TRUSTEES FOR THE UNIVERSITY
OF NORTHERN COLORADO (USA)
AND
DEPARTMENT OF BUSINESS, ECONOMICS, MATHEMATICS, AND STATISTICS OF THE UNIVERSITY OF
TRIESTE (ITALY)**

This Agreement for Faculty Academic Exchange (“Agreement”) is entered into by and between the **BOARD OF TRUSTEES FOR THE UNIVERSITY OF NORTHERN COLORADO, USA**, an institution of higher education of the State of Colorado, for the use and benefit of its Office of Global Engagement (“OGE”) and participating Colleges, Schools and Departments (“**UNC**”), and the **DEPARTMENT OF BUSINESS, ECONOMICS, MATHEMATICS, AND STATISTICS OF THE UNIVERSITY OF TRIESTE, Italy (“UniTS”)** (singularly a “Party” and collectively the “Parties”). This Agreement is under the auspices of that certain Memorandum of Understanding (“MOU”) entered into by the Parties on February 28, 2022, which is incorporated by reference as if fully set forth herein, for the purpose of putting into practice the policies and principles articulated in the MOU, and to foster development of educational, cultural, business, technological, and scientific cooperation of mutual advantage to both Universities, and to reinforce such cooperation.

In the event any provision of this Agreement conflicts with a provision in the MOU, the latter shall control. This Agreement applies primarily to the UNC’s Monfort College of Business (with faculty from other colleges and departments who may participate) and the UniTS Department of Economics, Business, Mathematics and Statistics.

NOW THEREFORE, in consideration of the following mutual covenants, and other good and valuable consideration, the Parties agree as follows:

I. Termination of Prior Faculty and Staff Exchange Agreement

This Agreement replaces and supersedes the September 8, 2015 Faculty and Staff Exchange Supplemental Program Agreement-II as part of the Student Exchange Agreement between UNC’s Monfort College of Business and the Trieste Department of Economic, Business, Mathematical and Statistical Sciences, UNC GKA 16-598, which has expired by its own terms in September 2020, and in any event is hereby terminated.

This Agreement is intended to facilitate expansion of the Parties’ collaboration and cooperation to other interested departments of the Parties’ respective universities, beyond those referenced in their prior agreement.

II. Areas of Academic Cooperation

The collaboration and cooperation under the framework of this Agreement shall initially prioritize the following fields:

- a. Economics, Business and Management
- b. Mathematics and Statistics (note that mobility in these subjects is limited to Faculty from Trieste coming to UNC)

Such collaboration and cooperation shall be carried out on the basis of equal and mutual advantage, and the Parties reserve the opportunity to identify and define, through future written and signed amendments of this Agreement.

Academic Activities may include:

- a. Collaborative and joint research projects, including use of research equipment and access to the facilities of both institutions in accordance with the applicable policies and procedures of each institution;
- b. Reciprocal exchange of faculty for short-term guest lectures and/or research purposes;
- c. Exchange of publications, reports, and other academic information;
- d. Collaborative professional development; and

- e. Other common initiatives and activities such as seminars, lectures, conferences, symposia, and workshops as mutually agreed.

III. Faculty Exchange

- a. UNC and UniTS agree to exchange up to a maximum of 3 faculty (hereinafter "Participants") per institution per academic year (fall or spring semesters) when institutions are in session, beginning in Fall Semester 2024 for a short-term exchange visit.
- b. The number of faculty to be exchanged will be commensurate with available funds and approvals by both institutions. Any variance in the number of faculty exchanged in a given academic year shall be addressed annually by the Parties prior to recruitment of participants for the following academic year.
- c. The period of the exchange visit of any faculty member of the home institution shall not exceed one (1) work week (Monday through Friday) or 9 consecutive calendar days, whichever is greater. Longer program duration falls under UNC Visiting Scholar Program and HR provisions.
- d. All matters related to the rights and responsibilities of employment, including any compensation and/or benefits of exchange faculty, are at the sole discretion and responsibility of the home institution. All potential exchange faculty members should submit request or proposal for participation in the exchange program to the appropriate academic department at the host institution. Where applicable, such request or proposal may include current CV of the applicant, any research proposals, details, and expected timeframe for completion. Review of exchange proposals will be undertaken by the hosting departments and the UNC MCB Global Programs Committee.
- e. Participants shall be subject to the host institution's rules, regulations, and policies. The host institution will orient exchange faculty to pertinent rules. The home institution will withdraw the faculty member from the exchange assignment upon the request of the host institution. Each host institution reserves the right to terminate a visiting faculty member's participation in the program for violation of the host institution's rules, regulations, and policies, or violation of law or regulation in the host country.
- f. Host institutions will assist participant(s) in identifying and securing adequate housing accommodations for the period of the Program. Host institutions will be responsible for the housing costs incurred by the Participants. The Parties will inform one another of available housing options in a timely manner in order to facilitate adequate financial planning.
- g. Resources for implementation of this Program are dependent on budgetary availability. Should necessary funding not be available, the Program may be suspended until such funding is available.
- h. Other details relating to the faculty exchange will be discussed and agreed upon mutually and set forth in writing signed by both Parties.

IV. Term of Agreement; Duration; Extension; Amendment; Termination

- a. This Agreement will come into effect on the date of the last signature by the Parties below ("Effective Date") and will continue to operate for a term of five (5) years (the "Initial Term"). This Agreement may be renewed for a further five (5) year term (the "Renewal Term") by mutual written consent of the parties not less than six (6) months' prior to the end of the Initial Term.
- b. No amendment or variation of this Agreement is valid or binding on a Party unless made in a writing executed by authorized officials of each Party.
- c. A Party may terminate this Agreement for convenience and at any time and for any reason by giving six (6) months' notice in writing to the other Party. Any ongoing or previously scheduled activity that is to occur within the ninety (90)-day notice period will not be affected.
- d. Either Party may terminate this Agreement if the other Party is in default or in breach of any provision under this Agreement provided that the aggrieved Party has first given thirty (30) days' notice of its intention to terminate this Agreement. If the default or breach has not been remedied at the expiry of the specified time the aggrieved Party may by written notice terminate this Agreement.
- e. Termination of the Parties' MOU discussed herein above will effectuate automatic termination of this Agreement, unless otherwise agreed in writing by the Parties.

V. Program Coordination and Designated Liaison

- a. For UNC, with respect to Business and Management, Professor Constantin Gurdgiev, or any appropriate successor UNC faculty designee in the event any such program coordinator is no longer able or willing to perform such duties during the term of this Agreement, all working closely and in collaboration with the UNC Office of Global Engagement (OGE) staff, and working within UNC and OGE policies, procedures, and rules governing international visitor exchanges; and
- b. For UniTS, with respect to Business and Management, Professor Donata Vianelli, or any appropriate successor Trieste faculty designees in the event such program coordinators are no longer able or willing to perform such duties during the term of this Agreement.

VI. Visa and Insurance Requirements.

- a. Visiting faculty coming to UNC for a stay exceeding nine (9) days must come to UNC through the J-1 Visa Exchange Visitor Program (unless participants have another Visa status that allows unfettered access and employment, or they enjoy U.S. residency or citizenship status), including providing research proposals, details and time frame in advance, must be approved by OGE, and must satisfy the eligibility requirements, including health insurance and language proficiency, for the U.S. J-1 Visa Exchange Visitor Research or Short-Term Scholar Categories. Any remuneration offered by the host institution is subject to local and national tax law.
- b. For Program duration that is anticipated to be longer than 9 days, the host institution shall provide information and assistance required to obtain a visa, work permit, or other documents necessary to enter and stay in the host country. However, the responsibility for making the appropriate arrangements and meeting the legal requirements to enter, live and work in the host country is the responsibility of the Participant. The home institution shall communicate this responsibility to the Participant in advance of the planned activities and will coordinate details with the host institution as necessary.
- c. All faculty visiting a host institution under this Agreement must provide their own comprehensive international travel and medical insurance.

VII. Data Protection and Privacy

- a. Each Party is separately responsible for compliance with all data protection laws that apply to them. UniTs and UNC must comply with their obligations under the General Data Protection Regulation ("GDPR"), which restricts transfers of personal data to countries outside the European Economic Area ("EEA") unless certain conditions are met. Model clauses in Attachment 1 attached hereto are incorporated into this Agreement, to provide guidance on required data processing principles, as well as in Attachment 2, to provide Third Party Transfers principles, which help fulfil UniTs and UNC's legal obligations under the GDPR.
- b. Each of the Parties warrant to the other that in relation to this Agreement they shall, at all times, comply with the GDPR, and any equivalent or associated legislation in the country of the Host University and shall not, as far as practicable, knowingly do anything, or permit anything to be done, which might lead to a breach by the other Party of the GDPR or associated legislation.
- c. The Parties recognize that certain personal data of Exchange (and Guest) Faculty (the "Shared Personal Data") will need to be transferred from UniTs to UNC and vice versa in order to administer the Faculty Exchange Program. It may also be necessary to share Participant's Sensitive Personal Data under the Special Category Data of the GDPR, to ensure the safe operation of the Program. Any personal data will have been collected, processed, and transferred in accordance with the data protection laws of the country in which the data exporter university is established.
- d. Personal data to be shared: name, email address, date of birth and academic CV. The Parties shall only transfer such data for the purpose of facilitating and administering their respectful Faculty Exchange Program (the "Purposes").
- e. Each Party shall co-operate fully with the other's reasonable requests for assistance with compliance with relevant privacy and data protection laws.
- i. **U.S. Federal Regulations.** In this regard, for purposes of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 C.F.R. Part 99) and 22 C.F.R. 62, participants inbound to UNC who are J-1 visa holders, must be required to authorize UNC, a U.S. Department of State designated sponsor, to release information to the U.S. Department of State relating to compliance with U.S. Exchange Visitor Program regulations.
- f. **University of Trieste Responsibilities**
 - i. UniTS shall ensure that the Shared Personal Data shall not be irrelevant or excessive with respect to the Purposes and shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with this Agreement.
 - ii. UniTS shall ensure that it processes Shared Personal Data strictly for the Purposes, and on the basis of one or

more of the following legal grounds:

1. It is necessary to transfer the data for the performance of a contract between UniTs and each Exchange Faculty, and pursuant to this Agreement, or for the taking of steps at the request of each Exchange Faculty with a view to them entering into a contract with the Host University, pursuant to this Agreement.
 2. Where Sensitive Personal Data or Special Category Data is shared, it will be solely with respect to additional grounds under GDPR Article 9 and/or 10.
- iii. UniTs will treat any Shared Personal Data, Sensitive Personal Data, and Special Category Data, which it receives from UNC and UNC students, in accordance with the GDPR and the UniTs's data protection policies.
 - iv. UniTs shall make available its standard Privacy Notice to UNC, a copy of which is attached as Attachment 3, for the purposes of sharing with nominated, and prospective, Exchange Faculty and from UNC. UniTs shall inform UNC within thirty (30) days if the contents of the Privacy Notice change.

g. UNC Responsibilities

- i. UNC will comply with all applicable data protection laws and regulations in force during the term of the Agreement.
- ii. In order to ensure UniTs's compliance with the GDPR, UNC will treat the Shared Personal Data which it receives from UniTs in accordance with the Data Processing Principles (Attachment 1); and the Third-Party Transfers principles (Attachment 2); and
- iii. UNC will share the UniTs's Privacy Notice (Attachment 3) with nominated and prospective Exchange Faculty, so the students are directly informed of why the Shared Personal Data is being obtained, how it is processed, and the legal basis for such collection and use.

h. Data Security

- i. Each Party shall take all appropriate technical and organizational security measures to ensure that Shared Personal Data received from and transmitted between them is protected against loss, accidental or unlawful destruction and damage, unauthorized or accidental access, processing, erasure, transfer, use, modification, disclosure, or other misuse; providing a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- ii. Each Party shall ensure that only personnel authorized by its university shall have access to any Shared Personal Data.
- iii. Each Party shall retain the Shared Personal Data only as long as is necessary to implement, administer, and manage the Faculty Exchange Program, or as required to comply with legal or regulatory obligations. Each Party will destroy or remove the Shared Personal Data from its systems no later than is required under its regular data and document retention policies and procedures.

VIII. Intellectual Property

- a. To the extent permissible under intellectual property policies adopted by the Board of Trustees for the University of Northern Colorado, and the UniTs Policies on Intellectual Property Transfer, both Parties agree to the exchange of publications, such as books, academic journals, and other official publications, and research information generated by either of the Parties in connection with this Agreement.
- b. To the extent permissible under intellectual property policies adopted by the Board of Trustees at the University of Northern Colorado, and UniTs policies on Intellectual Property Transfer, inventions made jointly by members of the two research groups will be jointly owned by the Parties.
- c. In the event that any other intellectual property is developed from any collaborative research or other project contemplated or developed hereunder, the Parties agree to cooperate in good faith toward the protection and commercialization of any such intellectual property. The Parties also agree to negotiate in good faith an appropriate agreement for the equitable sharing of any proceeds resulting from the commercialization of the intellectual property based on the respective contributions to the development of the intellectual property by each Party.

IX. Limitation of Liability

Each Party agrees to be responsible for its respective wrongful or negligent acts or missions, or those of its officers, agents, or

employees within the limits of applicable law. UNC is an institution of higher education of the State of Colorado whose liability is at all times herein governed and controlled by the provisions, immunities, rights, benefits, and protections of the Colorado Governmental Immunity Act (CRS §24-10-101, et seq.). Nothing in this MOU or any related agreement shall be construed as a waiver of sovereign and/or governmental immunities.

X. Use of Logos and Names

Except in promoting collaborative activities described above, neither Party shall use the other Party's name, logo, or any trademark in any form, including in advertising, promotion, or sales literature, without first obtaining the written consent and/or license of the other Party. Each Party warrants that it shall not, by action or omission, jeopardize the rights of the other Party, or the validity or subsistence of such rights, in the name and logo of the other Party, and shall promptly notify the other Party of any infringement by any person or entity of the other Party's intellectual property rights in its name and logo which comes to its attention.

XI. Confidential Information

Activities will be carried out without disclosure of either Party's confidential or proprietary information to the other Party or to third parties. Should it become necessary for the Parties to disclose confidential or proprietary information, the providing Party will notify the receiving Party in advance in writing, and the Parties will agree on reasonable terms for the protection of such information. All confidential information will be clearly marked or promptly disclosed as such in writing and may only be used to further the purposes of this MOU and/or any specific related agreement between the Parties. Either Party may disclose information that would be confidential if and to the extent required by law or by any relevant regulatory body; disclosed on a strictly confidential basis to the professional advisors, auditors, lenders, and bankers of that Party; if the information has come into the public domain through no fault of that party; or the other Party has given prior written approval of the disclosure. The Parties understand that UNC is a Colorado state entity, and as such is subject to the Colorado Open Records Act (C.R.S. 24-72-200.1, et seq.). Thus, UNC may receive a request for inspection or production under the Act that would require disclosure of information for which a Party has requested confidentiality or nondisclosure under the provisions of this MOU, or under a specific related agreement.

XII. No Agency Relationship

Neither this Agreement, nor any sub-agreements between the Parties, establishes a legal partnership, joint venture, employment relationship, or relationship of agency between the Parties. A Party will not, by mere virtue of this Agreement be or for any purpose be deemed to be an agent, partner, or employee of the other Party, or as having any power or authority to bind, commit, or represent the other Party. Neither Party may act as an agent on behalf of the other Party in any matter, including in matters with the other Party's national or local government. Accordingly, the Parties will not represent, promote, or hold themselves out as being agents, partner, or employees of the other Party, or as otherwise being able to bind, commit or represent the other Party, and will ensure that their respective employees do not do the same.

XIII. Evaluation

All specific projects and agreements commenced under the auspices of this Agreement exist to benefit both Parties. Both parties reserve the right to conduct periodic reviews of any course of study, collaboration, or activity supported by this Agreement.

XIV. Compliance with Applicable Laws and Regulations

The Parties will comply with all applicable Host Country, other international laws, and U.S. laws and regulations, including, but not limited to, the U.S. Code of Federal Regulations, policies, guidance, and regulations of the U.S. Department of State, U.S. export control laws and regulations controlling the transfer of technical information or items out of the U.S., such that no Party may export or allow the export or re-export of any information or item when to do so would constitute a violation of those laws or regulations. The transfer of certain technical information may require a license from the U.S. Government. Additional likely applicable laws include those relating to anti-bribery, economic sanctions, anti-boycott, privacy and data protection, higher education, accreditation standards and procedures, immigration regulations, and particularly the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (FERPA), Title IX of the Education Amendments Act of 1972, 20 U.S.C. § 1681, et seq., the reporting obligations under the Clery Act of 1990, 20 U.S.C. § 1092(f); 34 CFR 668.46, and, as to members of the European Union ("EU"), the EU's General Data Protection Regulation (GDPR). The Parties' agreements shall also be in compliance with UNC Fiscal Rules and its Board of Trustees' policies.

XV. Resolving Disputes

If there are any disagreements about the terms of this MOU, the terms of any related agreement between the Parties, or the operation of programs authorized by this MOU or any related agreement, both Parties agree to refrain from unilateral action, to consult with each other, and to negotiate in good faith a mutually agreeable resolution. UNC is prohibited by law from agreeing to dispute resolution by arbitration.

XVI. Non-Discrimination

Both Parties subscribe to the policy of equal opportunity and will not discriminate on the basis of gender, age, disability, race, color, religion, marital status, veteran's status, national or ethnic origin, or sexual orientation.

XVII. Force Majeure

- a.** If a Party becomes unable, wholly or in part, due to Force Majeure, to carry out any of its duties or obligations under this Agreement or any related or sub-agreement it must give the other Parties prompt written notice of detailed particulars of the Force Majeure; and so far as is known, the probable extent to which it will be unable to perform or will be delayed in performing the duty or obligation; the relevant duty or obligation, so far as it is affected by the Force Majeure, will be suspended during the continuance of the Force Majeure; and the Party must use all reasonable efforts to alleviate the effects of the Force Majeure as quickly as possible.
- b.** No Party will be liable for any breach or non-performance of its obligations under this Agreement on account of Force Majeure.
- c.** In this clause "Force Majeure" means any act, event, circumstance or cause which is beyond the reasonable control of the Parties and which results in a Party being unable to observe or perform on time an obligation to be observed or performed by it under this Agreement including, but not limited to:
 1. act of God, peril of the sea, accident of navigation, war, terrorism, sabotage, riot, insurrection, revolution, political movement, civil commotion, national emergency (whether in fact or law), martial law, fire, lightning strikes, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, explosion, power shortage, strike or other labour difficulty (whether or not involving employees of the Party concerned), blockage of any access to any port or airport or transport terminal, epidemic, pandemic, government ordered shut-down, quarantine, radiation, radioactive contamination and any natural disaster;
 2. travel advice and public health notifications issued by the relevant governmental authority for either Party, including the U.S. Department of State, and the Center for Disease Control and Prevention, the World Health Organization, or the national health authority of the Host Country recommending against travel to any country; or
 3. action or inaction of a government or governmental or other competent authority (including a court of competent jurisdiction), including expropriation, restraint, prohibition, intervention, requisition, requirement, direction or embargo by legislation, regulation, decree or other legally enforceable order.

XVIII. Academic and Disciplinary Rules

The Parties agree that the academic requirements of both educational institutions shall be respected and that all current, applicable policies covering matters of academic responsibility and discipline will be distributed to the other party and carefully followed.

XIX. Funding

- a.** Resources for the implementation of this Agreement are dependent upon budgetary availability. Should either party not have the funding necessary to carry out any obligations under this Agreement, it shall immediately notify the other party of such fact and of such portions of this Agreement that may be deemed terminated or modified.
- b.** Should a joint grant or contract be awarded, the institution to whom the prime award is made shall be responsible for allocating funds, according to the budgets approved by the granting agency, between both parties and the principal investigators for support of the two groups including salaries, supplies, equipment, travel, and indirect expenses.

XX. Notices

Any notices to be given under or for purposes of this Agreement shall be effected by either (1) personal delivery of a written document, (2) registered or certified mail, postage prepaid, return receipt requested, or (3) electronic mail. Each party may change its representative and/or contact information by written notice. Notices delivered personally shall be deemed received as of date of actual receipt. Electronic mail notices are deemed received as of the date transmitted, and registered or certified mailed notices shall be deemed received as of seven (7) days after mailing.

UNC	University of Trieste
Office of Global Engagement (OGE) University of Northern Colorado Campus Box 52 Greeley, Colorado 80639 +1-970-351-2396 global@unco.edu	Department of Economics, Business, Mathematics and Statistics University of Trieste Donata Vianelli Piazzale Europa 1, 34127, Trieste, Italy segreteria.amministrativa@deams.units.it donata.vianelli@deams.units.it

XXI. General Provisions

- a. Any provisions of this Agreement which are held to be illegal, unenforceable, or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Agreement and the validity of the remaining provisions shall not be affected.
- b. Neither Party to this Agreement shall assign or purport to assign any right under this Agreement without the prior written approval of the other Party.
- c. This Agreement may be executed in any number of counterparts each of which shall be deemed for all purposes to be an original and all counterparts taken together shall be deemed to constitute one and the same instrument.
- d. In the event of an emergency, the host institution will make every effort to assist, protect, and, if necessary, evacuate, any affected visiting faculty, including assisting with and facilitating Home Institution protocols concerns evacuation.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date of last authorized signature below.

STATE OF COLORADO

Board of Trustees for the
University of Northern Colorado

By: 
Blaine Nickeson (Apr 24, 2024 16:51 MDT)

Blaine Nickeson, Associate V.P. for Administration

Date: Apr 24, 2024

By: 
Jordan M. Barkley (Apr 24, 2024 16:49 MDT)

Jordan Barkley, PhD, Associate V.P. for Academic

Resources and Planning

Date: Apr 24, 2024

UNIVERSITY OF TRIESTE

Firmato digitalmente da: Donata Vianelli
Organizzazione: UNIVERSITA' DEGLI STUDI DI
TRIESTE/80013890324
Unità organizzativa: AREA SERVIZI ICT
Luogo: Trieste
By:  Data: 10/04/2024 10:03:27

Prof. Donata Vianelli, Director of UniTS Department of Economics,
Business, Mathematics and Statistics

Date: _____

FACULTY EXCHANGE AGREEMENT (FAE) | ATTACHMENT 1: DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in this Agreement or subsequently authorized by the data subject.
2. Data accuracy and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant, and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency and fairness: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer) unless such information has already been given by the data exporter.
4. Integrity and confidentiality: Technical and organizational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Articles 15, 16, 17 and 21 of General Data Protection, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organization holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organizations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organization may require further justifications before proceeding to rectification, amendment, or deletion. Notification of any rectification, amendment, or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Special category data: The data importer shall take such additional measures (e.g., relating to security) as are necessary to protect such sensitive data in accordance with its obligations under this Agreement.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist to allow the data subject to opt in. Also, there must exist mechanism to object or withdraw consent at any time from having his data used for such purposes.
8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
 - a. such decisions are made by the data importer in entering into or performing a contract with the data subject; and the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to those parties; *or*
 - b. where otherwise provided by the law of the data exporter.

University of Northern Colorado:

Will have in place procedures so that any third party it authorizes to have access to the Shared Personal Data, including processors, will respect and maintain the confidentiality and security of the Shared Personal Data.

Will not disclose or transfer the Shared Personal Data to a third-party data controller located outside the European Economic Area (EEA) unless it notifies Trieste about the transfer, and also ensures that there is adequate protection for the Shared Personal Data under the GDPR. Adequate protection will be provided by ensuring:

1. The third-party data controller processes the Shared Personal Data in accordance with an EU Commission decision finding that a third country provides adequate protection; or

In the absence of such an adequacy decision, signs a data transfer agreement which includes the same terms and obligations as included in this Appendix; or

2. Exchange and Guest Students have been given an opportunity to object, after having been informed of the purpose of the transfer, the categories of recipients and the fact that the countries to which the Shared Personal Data is exported may have different protection standards; and
3. With regards to onward transfer of any Sensitive Personal or Special Category Data, Exchange Students and Guest Students have given their unambiguous consent to the onward transfer.

UNIVERSITY OF TRIESTE PRIVACY NOTICE

The University of Trieste agrees that any personal data collected or generated pursuant to this Agreement will be processed fairly and lawfully in accordance with the General Data Protection Regulation (EU) 2016/679. The University of Trieste will ensure that it has in place and observes appropriate technical and contractual measures to ensure the security of the personal data and to guard against unauthorized or unlawful access to or processing of the personal data and against accidental loss or destruction of, or damage to, the personal data. Information available: https://ec.europa.eu/info/law/law-topic/data-protection/reform/rules-business-and-organisations/principles-gdpr_en

University of Trieste Faculty Exchange Agreement

Final Audit Report

2024-04-24

Created:	2024-04-24
By:	John Chaplain (John.Chaplain@unco.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA711_w8cRQMsmQFKUN04UdH6Y3vjfP6Mp

"University of Trieste Faculty Exchange Agreement" History

 Document digitally presigned by Donata Vianelli (donata.vianelli@deams.units.it)

2024-04-10 - 8:03:27 AM GMT- IP address: 138.86.101.232

 Document created by John Chaplain (John.Chaplain@unco.edu)

2024-04-24 - 10:35:39 PM GMT- IP address: 138.86.101.232

 Document emailed to jordan.barkley@unco.edu for signature


2024-04-24 - 10:36:31 PM GMT

 Email viewed by jordan.barkley@unco.edu


2024-04-24 - 10:49:31 PM GMT- IP address: 104.47.57.126

 Signer jordan.barkley@unco.edu entered name at signing as Jordan M. Barkley

2024-04-24 - 10:49:46 PM GMT- IP address: 138.86.45.12

 Document e-signed by Jordan M. Barkley (jordan.barkley@unco.edu)

Signature Date: 2024-04-24 - 10:49:48 PM GMT - Time Source: server- IP address: 138.86.45.12

 Document emailed to Blaine Nickeson (blaine.nickeson@unco.edu) for signature

2024-04-24 - 10:49:50 PM GMT

 Email viewed by Blaine Nickeson (blaine.nickeson@unco.edu)

2024-04-24 - 10:51:15 PM GMT- IP address: 73.34.221.47

 Document e-signed by Blaine Nickeson (blaine.nickeson@unco.edu)

Signature Date: 2024-04-24 - 10:51:33 PM GMT - Time Source: server- IP address: 73.34.221.47

 Agreement completed.

2024-04-24 - 10:51:33 PM GMT