

# Substantive Change Cover Sheet

Submit to SACSCOC,  
Substantive Change, 1866  
Southern Lane, Decatur, GA  
30033. One copy only;  
electronic media preferred.  
Do not email submissions  
or send copies to staff.


**Note:**

1. Include a completed cover sheet with each submission; please don't submit a cover sheet only.
2. Submit substantive changes as separate submissions except as permitted by policy.
3. Submit substantive changes defined in policy only; others are not reviewable.
4. For best results, download this form and complete with [Adobe Reader](#). Hover mouse over fields for guidance.

## INSTITUTIONAL INFORMATION

INSTITUTION (NO ABBREVIATIONS PLEASE)	CITY + STATE/PROVINCE
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## SUBSTANTIVE CHANGE RESTRICTION

1. Is the institution currently on Warning, Probation, or Probation for Good Cause?	<input type="radio"/> Yes	<input type="radio"/> No
2. Was the institution placed on Warning, Probation, or Probation for Good Cause on or after September 3, 2020, and subsequently removed from sanction?	<input type="radio"/> Yes	<input type="radio"/> No
3. Is the institution currently under provisional certification for participation in federal financial aid programs?	<input type="radio"/> Yes	<input type="radio"/> No
If ANY are "Yes" the institution is on <b>SUBSTANTIVE CHANGE RESTRICTION</b> . Additional and/or different requirements may apply; consult policy.		

## SUBMISSION INFORMATION

SUBSTANTIVE CHANGE TYPE (SELECT FROM DROP-DOWN LIST; SUBMIT ONLY TYPES DEFINED IN POLICY)	SUBMISSION DATE
SUBSTANTIVE CHANGE DESCRIPTION (BRIEF SUMMARY)	INTENDED IMPLEMENTATION

### OFF-CAMPUS INSTRUCTIONAL SITES SUBMITTED IN THIS SUBSTANTIVE CHANGE

*Site Name, Physical Address, City, State/Province, ZIP or Postal Code, and Country/Territory*

1.	
2.	
3.	
4.	
5.	There are more than 5 sites in this submission → <input type="radio"/>

### PROGRAMS SUBMITTED IN THIS SUBSTANTIVE CHANGE

*Include credential AND discipline: e.g., Associate of Arts in English, Bachelor of Science in Physics, Certificate in Office Management, etc.*

1.	
2.	
3.	
4.	
5.	There are more than 5 programs in submission → <input type="radio"/>

SUBMITTED	FOR OFFICE USE
I certify the information on this form is correct and accurately represents the current status of the institution at the time of submission.	
SUBMITTING LIAISON or CEO NAME	EMAIL ADDRESS

Revised 04/07/2023

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Office of the Executive Vice President for  
Academic Affairs and Provost

May 8, 2024

Dr. Kevin Sightler, Director of Substantive Change  
Commission on Colleges  
Southern Association of Colleges and Schools  
1866 Southern Lane  
Decatur, GA 30033-4097

Dear Dr. Sightler:

This letter serves as notification to the Southern Association of Colleges and School Commission on Colleges of new dual degree programs with ESADE Business School in Barcelona, Spain undertaken by the Darla Moore School of Business. The University of South Carolina, in partnership with ESADE Business School in Barcelona, Spain, will offer a dual graduate degree, effective Fall 2024.

Contact information for all parties to the agreement is listed as follows:

*For University of South Carolina*

Michael Amiridis  
President  
University of South Carolina – Columbia  
206 Osborne Administration Building  
Columbia, SC 29208

*For University in Barcelona, Spain*

Joan Rodon  
Dean  
ESADE, Business School  
Av. De Pedralbes, 60, 62,  
Distrito de Les Corts, 08034 Barcelona

Upon completion of the program, students will earn a Master of International Business from the University of South Carolina - Columbia (USC), and a Master in Digital Business or Master in International Management at ESADE Business. Students must meet the degree requirements of each institution and each institution will award separate degrees. No changes are being made to curriculum, admissions, or other university policies. This degree has been approved by the USC Board of Trustees and the South Carolina Commission on Higher Education. Students must meet the degree requirements of each institution and each institution will award separate degrees. No changes are being made to the curriculum, admissions, or other university policies. This degree has been approved by the University of South Carolina Board of Trustees and the South Carolina Commission on Higher Education.



The University of South Carolina is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award master's degrees. Our dual degree partner in Barcelona, Spain is not accredited by SACS Commission on Colleges and the accreditation of University of South Carolina does not extend to or include ESADE Business School or its students. Further, although the University of South Carolina agrees to accept certain coursework from both schools to be applied toward an award from University of South Carolina, that coursework may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from University of South Carolina. The decision to accept coursework in transfer from any institution is made by the institution considering the acceptance of credits or coursework.

We do not anticipate any new costs associated with this dual degree program. The signed Memorandum of Understanding and contact information for the program representative at ESADE Business School is attached.

Please let us know if you have any questions regarding this notification.

Sincerely,

A handwritten signature in blue ink that reads "Donna K. Arnett". The signature is written in a cursive style with a clear, legible font.

Donna Arnett  
Executive Vice President for Academic Affairs and Provost

DA/TH:jp

cc:

Trena Houp, Executive Director of Academic Program Planning and Decision Support  
Donald Miles, Executive Director of Institutional Research, Assessment and Analytics

**MEMORANDUM OF UNDERSTANDING**

**AND**

**COOPERATION AGREEMENT**

**DOUBLE DEGREE PROGRAM**

**BETWEEN**

**FUNDACIÓN ESADE BARCELONA, SPAIN**

**AND**

**UNIVERSITY OF SOUTH CAROLINA  
DARLA MOORE SCHOOL OF BUSINESS  
COLUMBIA, SC USA**

## **1. Objectives and Definitions**

The goal of this Memorandum of Understanding is to establish a double degree course of study between Fundación ESADE, holder of ESADE Business School (hereafter referred to as ESADE) and the Darla Moore School of Business, University of South Carolina (hereafter referred to as South Carolina). For purposes of the agreement, the institutions have agreed to refer to the course of study as a “double degree program”, which recognizes that two distinct degrees, one given by each institution, are components of the program. Each institution confers its own degree for work done to meet the graduation requirements for the specific degree of that institution.

This agreement shall facilitate opportunities for highly qualified students from both institutions to further enhance their business competence, cultural and social skills. Furthermore, it is meant as a unique chance for students to study from a truly international perspective and thus enhance their possibilities in the international labor market.

In this agreement “home institution” refers to the institution at which a student is initially accepted and “host institution” to the institution which has agreed to receive a double degree student. “ESADE student” applies to students who are initially accepted in ESADE’s Master of Science programs in management, “South Carolina student” to students initially accepted in the Master of International Business at the Moore School, and “Double degree student” corresponds to a student participating in the double degree program.

## **2. Curriculum**

### **2.1 General Principles**

Each academic institution will welcome the partner institution's students enrolling in the:

- MSc in Digital Business and MSc in International Management at ESADE, and
- Master of International Business (MIB) at South Carolina, with a view to awarding a degree to the students of the partner institution meeting the requirements set out in this agreement.

The intended length of study for the double degree program shall be two years. Double degree students will study at their home institution for the first academic year and then study at the host institution for their second academic year.

The program requirements for each degree have to be fulfilled. Each institution will be the sole judge of whether a student has completed the requirement for the degree that it awards. Each institution will be the sole judge of whether or not a student has met any progression requirements for its degree to this document. Each institution may change the requirements for their degree according to their own governance process and give notification the partner institution. If a student does not meet the requirements for the award of the host institution’s degree, the home institution reserves the right to award its own degree to the student.

At ESADE, the Associate Dean of the Master of Science Programmes approves applications for graduation upon completion of all MSc Programs in Management.

At South Carolina, the Dean of the Graduate School approves applications for graduation upon completion of all MIB degree requirements.

## 2.2. Recognition of course work and credit transfer

Recognition of coursework will be based on the transcripts of records provided by each partner institution. Students are required to sign a transcript release form as part of their participation in the program, allowing the Registrar to release their transcripts.

Students will be required to complete at ESADE sixty (60) ECTS and at Darla Moore thirty (30) credits – 1 credit equal to 2 ECTS-. Students enrolled at ESADE must successfully defend a thesis in order to earn the Master of Science Degree. One faculty member from ESADE will be designated as thesis coordinator. The thesis coordinator will coordinate the completion and defense of the thesis.

Each institution will determine if, and the amount of credit hours or ETCS that may be transferred towards its degree. Courses that have similar content taken at one institution may not be retaken at the partner institution.

## 3. Selection and Admission of Students

A maximum number of two (2) ESADE students and two (2) South Carolina students will be admitted to the double degree program in the beginning of the program, and annually thereafter. The total number of students may vary from year to year with the exact number to be determined by mutual agreement of the program directors of ESADE and South Carolina. The numbers needed to maintain an exchange balance may also be modified by mutual agreement.

Each home institution will be responsible for selecting their participating students. Each home institution will nominate students to the host institution. The host institution shall make the final admission decision regarding those nominated to their degree program based upon the existing admission criteria of the host institution.

Candidates for the two degrees will be evaluated on the strength of their application and supporting documents, including GMAT, GRE or other comparable academic admissions examinations. Students must meet the admission criteria of both institutions to complete the double degree course of study.

ESADE students must meet the standard English Language requirements for overseas non-native speakers at the time of admission. Students that do not hold a degree from a U.S. institution, have not graduated from a program with English as the instructional language, or are not currently enrolled in a program with English as the instructional language, must submit a valid (two years old or less) test score demonstrating their command of the English language. The minimum score

for the Test of English as a Foreign Language (TOEFL) is 100 (Internet-based) or 600 paper-based; and 7.0 for the International English Language Testing System (IELTS Intl. Academic Course Type 2 Exam), prior to beginning a program at South Carolina. A student whose native language is English or that has graduated from or is attending a degree program taught in English is waived from this requirement, as certified by a written confirmation from the ESADE Master of Science Office. ESADE students meeting the English Language qualification as noted above will be waived from the ENFS testing at South Carolina.

#### **4. Rules and Regulations**

Students from each institution studying at the host institution under the double degree agreement shall be subject to the same rights and privileges as well as rules and regulations as local students. Double degree students will be enrolled at the host institution for the time spent there. The rules and regulations of the host institution apply during the time spent there.

#### **5. Financial Issues**

The partner institutions agree to the principle that double degree students will pay tuition only to their home institution. ESADE students attending South Carolina are not subject to application, transcript, and matriculation fees, but they are subject to the International Exchange fee (currently \$200). Any additional South Carolina-required fees will be included in the factsheet distributed annually to all partner institutions. South Carolina students attending ESADE are not subject to any such academic fees.

All students must have and maintain adequate medical and accident insurance. ESADE students at South Carolina are required to purchase the University of South Carolina health insurance policy or provide proof of comparable coverage. Students from South Carolina at ESADE must have a medical insurance policy with sufficient coverage (medical care due to illness, hospitalization, repatriation, accidents and damages to third parties). Such insurance is needed for the entire duration of their exchange, commencing from their departure from their home country until their subsequent return. South Carolina students must purchase overseas emergency medical insurance procured through South Carolina Study Abroad Office.

Students are responsible for the costs of travelling, books and educational supplies, transportation, accommodation, living expenses and any other expenses incurred during the course of their stay.

South Carolina will facilitate access to graduate student housing for participants in this dual degree but cannot guarantee on-campus housing availability. Student participants will pay for the cost of accommodation during their participation in the program. Student participants who remain in their accommodation during vacation periods are responsible for any additional cost incurred.

## **6. Program and Quality Management**

Both institutions agree to provide the necessary means, resources and prerequisites to implement and operate the double degree program. Each institution will nominate a program coordinator to ensure that the double degree program will be managed according to the terms and conditions of this agreement.

The partner institutions shall provide support services assisting the incoming double degree students in academic, administrative, organizational and socio-cultural issues. Each institution will do its best to help participating students from the partner institution to find suitable accommodation. However, neither institution is responsible for finding accommodation for the double degree students.

Full information should be provided to the host institution on the courses that participants have taken at their home institution in order to coordinate the course choice at the host institution. Transcripts and records of the academic performance of each double degree student will be provided at the end of each semester.

Both institutions will promote the double degree program in an appropriate way. Therefore, each institution shall identify in writing a specific logo that the partner institution may use for purposes related exclusively to the double degree program. The right to use the logo can be withdrawn by the granting institution at any time in the event of inappropriate use of the logo by the partner institution. Likewise, the right to use the logo will end when this agreement terminates.

The double degree program shall be reviewed yearly by both program coordinators. Evaluations by double degree students shall be part of this process.

## **7. Duration, Amendment, Review and Termination of the Agreement**

This agreement shall be effective upon approval and signed by both institutions and shall remain in effect for an initial period of five years, beginning August 1, 2024. It may be renewed or amended by written agreement signed by both institutions. Changes to the double degree program must not affect students already enrolled, unless the changes are advantageous to the students.

Either institution may terminate this agreement by giving at least 12 months' written notice. In the event of termination, students who are enrolled and already have been selected to participate in the double degree program must have the opportunity to complete it.

An evaluation of this agreement will be initiated by both institutions at least 12 months prior to its expiration. The agreement is based on long-term strategic cooperation interests from both institutions. ESADE and South Carolina will support and work towards the renewal and extension of this agreement to ascertain the continuation of the double degree program.



## **8. Career Services**

Full-access to Career Services of the 2 partner schools will be granted to participating students of the program.

## **9. Alumni**

Participating students will be granted Alumni status at the 2 partner schools from the moment they commence the Program.

## **10. Confidential Information and Data Protection**

To the extent allowed by any applicable public records law, including the South Carolina Freedom of Information Act, save as otherwise permitted under this Agreement, all the parties agree not to disclose the terms of this Agreement and all Confidential Information (as defined below) of the other party and protect the same from improper use or disclosure, using at least the same level of protection it uses to safeguard its own confidential information, but in no event less than reasonable care. All the parties shall not, without the others party's prior written consent, use the Confidential Information for any purpose other than as required in the performance of its obligations under this Agreement, nor disclose the Confidential Information to any person save those of its employees or representatives who have a need to know the same for purposes of this Agreement, provided such employees and representatives are informed of and agree to be subject to the same confidentiality obligations as provided herein.

For the purposes of this Agreement "Confidential Information" shall mean (i) any information or materials provided by any of the schools for development of the Program, (ii) any information or materials relating to one Party or its business, to which the others Parties have access during the term of this Agreement, and (iii) information disclosed by one Party to the others which is in writing or other tangible form and clearly marked as proprietary or confidential at the time of disclosure or which is not in tangible form but is clearly identified by the first Party as proprietary or confidential at the time of disclosure and shall exclude information which (i) is or becomes publicly available without the fault of the receiving Party, (ii) was known to the receiving Party prior to its receipt of such information, (iii) is rightfully acquired by the receiving Party from sources other than the disclosing party, or (iv) required to be disclosed in accordance with any request, order, or direction of any court, governmental agency or other regulatory body.

The obligations of the parties in respect of the Confidential Information shall survive the termination of this Agreement.

The Parties acknowledge that the eventual collection and processing of personal data in accordance with this Agreement is subject to laws governing data protection.

By means of this Clause, the signatories are informed that their personal data will be included in a file owned by the Party who they are not representing, for the purposes of maintaining, developing,

controlling and executing this agreement. The legal basis of the processing of personal data is the legitimate interest according to the provisions set forth in the article 6.1 f) of the 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 (the General Data Protection Regulation or “GDPR”). Once the contractual relationship is finished, personal data will be kept for the sole purpose of fulfilling the required legal obligations and as well as for the formulation, exercise, or defense of claims, during the period of limitation of the actions derived from this Agreement.

At any time, the signatories of this agreement may exercise their rights to access their data, modify and eliminate them as well as request limiting their processing or oppose said processing by sending a written communication to the Party they are not representing, attaching a copy of the ID document (e.g. ID card/NIE/Passport) so that to be identified, and specifying which right they want to exercise to the address specified in the heading of the document.

The Parties agree that:

- a) ESADE declares and guarantees that it does and will comply with its obligations under the applicable personal data protection legislation and its implementing provisions. The data will be adequate, relevant, and not excessive in relation to the scope and purposes of the Agreement, so that the principles of the GDPR (in particular, but not limited to, data minimization and privacy by design) are always respected.
- b) South Carolina has implemented technical (including appropriate data protection policies) and organizational measures to comply with its legal obligations under these clauses and to be able to demonstrate that the processing of personal data is in accordance with these clauses.
- c) For the purposes of this Agreement, each Party will provide the other with participant's name, last name, e-mail contact number, address, passport number and, as well as academic data (the "Personal Data"). The legal basis for the processing to be carried out by the transferor as data controller is article 6.1(a) GDPR with respect to the data received by the transferee, and 6.1(b) GDPR with respect to the data it collects on its own behalf. Therefore, the transferor must have obtained the consent and expressly informed the data subjects for the communication of personal data to the transferee.

Moreover, the standard contractual clauses set out in the Annex I provide appropriate safeguards within the meaning of Article 46(1) and (2)(c) of the GDPR for the transfer by ESADE of personal data processed subject to that Regulation (data exporter) to South Carolina whose processing of the data is not subject to that Regulation (data importer).

## **11. Modifications**

ESADE and South Carolina agree to the full and complete performance of the mutual covenants contained herein.

Any amendment or modification to the present text shall be submitted for review to the competent authorities and shall not become binding unless reduced to writing and signed by the legal representatives of both parties. Changes to the double degree program must not affect students already enrolled, unless the changes are advantageous to the students.

Neither party to this Agreement shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other party.

## **12. Terms**

This Agreement shall take effect on August 1, 2024 and shall be for a period of five (5) years terminating on July 31, 2029. This Agreement may be renewable on the same terms and conditions for another five (5) years, with written agreement signed by the legal representatives of both parties.

This Agreement may be terminated upon twelve (12) months written notice by either party; provided that the student participants current in the program are allowed to continue through the conclusion of the academic year then in progress under the terms agreed upon prior to the termination of this Agreement.

For conditions of the double degree program not covered by this agreement, or for problems that arise during the course of the program, both parties agree to refrain from unilateral action and to consult and negotiate mutually acceptable decisions amicably and in good faith.

## **13. Force Majeure**

Neither partner institution shall be liable for failure to perform its obligations under this agreement if such failure results from circumstances which could not have been contemplated and which are beyond the partner institution's reasonable control.

## **14. Intellectual Property**

The parties convene that this Agreement does not grant ESADE or South Carolina any license of use or rights over the intellectual property of the other party. The use of trademarks and/or denominations representative of either party are strictly prohibited without the owner's written consent.



## **15. Accreditation Disclaimer Statement**

South Carolina is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACS) to award Bachelor, Master and Doctoral degrees. ESADE is not accredited by SACS Commission on Colleges and the accreditation of South Carolina does not extend to or

include ESADE or its students. Further, although South Carolina agrees to accept certain course work from ESADE to be applied toward an award from South Carolina, that course work may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from South Carolina. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work.

**16. Official Text**

This Agreement is written in English only.

Fundació ESADE	University Of South Carolina Darla Moore School of Business
 Joan Rodon Dean, ESADE Business School Date:	 Michael D. Amiridis President, University of South Carolina Date: 7/20/23

**ANNEX I**  
**STANDARD CONTRACT CLAUSES**

**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) 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 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: Clause 8.5 (e) and Clause 8.9 (b);
  - (iii) Clause 12: Clause 12(a) and (d);
  - (iv) Clause 13;
  - (v) Clause 15.1(c), (d) and (e);
  - (vi) Clause 16(e);
  - (vii) 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.

## SECTION II – OBLIGATIONS OF THE PARTIES

### *Clause 7*

#### **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.

#### **7.1 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.

#### **7.2 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.

### **7.3 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.

### **7.4 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 of the data and all back-ups at the end of the retention period.

### **7.5 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 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.

#### **7.6 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.

#### **7.7 Onward transfers**

The data importer shall not disclose the personal data to a third party located outside the European Union (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:

- 7.7.1 it is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- 7.7.2 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;
- 7.7.3 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;
- 7.7.4 it is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;
  - 7.7.5 it is necessary in order to protect the vital interests of the data subject or of another natural person; or
  - 7.7.6 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.

#### **7.8 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.

#### **7.9 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 8*

#### ***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. 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 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 lay 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 9*

#### **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 10*

##### ***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 11*

***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 12*

***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;
  - (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).
- (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. 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 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 13*

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

##### **13.1 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.).
- (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.

### **13.2 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 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.
- (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 14*

#### ***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 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.

Personal data has been transferred prior to the termination of the contract pursuant 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.

- (d) 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 15*

##### ***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 Spain.

#### *Clause 16*

##### ***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 Barcelona.
- (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.



## **SCHEDULE I**

### **A. LIST OF PARTIES**

#### **Data exporter(s)**

Name: **FUNDACIÓ ESADE**

Address: Av. Pedralbes, 60-62, 08034 Barcelona

Contact person's name, position and contact details: [dpo@esade.edu](mailto:dpo@esade.edu)

Activities relevant to the data transferred under these Clauses: management of the double degree program.

Role (Controller/processor): Controller.

#### **Data importer(s)**

Name: Darla Moore School of Business, University of South Carolina

Address: 1014 Greene Street, Columbia, SC 29205

Contact person's name, position and contact details: Data Protection Officer, Email:

[privacy.officer@sc.edu](mailto:privacy.officer@sc.edu), Telephone: 803-777-7854

Activities relevant to the data transferred under these Clauses: management of the double degree program.

Role (Controller/Processor): Controller.

### **B. DESCRIPTION OF TRANSFER**

#### **Categories of data subjects whose personal data is transferred**

Employees (including Coordinators) and participants (students).

#### **Categories of personal data transferred**

Identification data: Name, last name, e-mail address, passport number.

Academic data: data relating to the academic record.

#### **The frequency of the transfer**

Duration of the double degree program.

#### **Nature of the processing**

The transferred personal data will be processed in the process of management of the double degree program. The processing operations required will be the following: collection, recording, organization, storage, consultation, use, dissemination or any other form of enabling access, deletion or destruction. The personal data will be stored in the computers systems of the importer which are based in the University of South Carolina and will be kept for the duration of the double degree program.

#### **Purpose(s) of the data transfer and further processing**

Management of the double degree program.

**The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period**

Data will be kept for the duration of the exchange program, and after the end of the double degree program, it will be duly blocked in order to comply with the corresponding legal obligations. Personal data will be kept as long as the data subject does not request its erasure, as well as during the time necessary to comply with the legal obligations that correspond in each case.


### **C. COMPETENT SUPERVISORY AUTHORITY**

Autoridad Catalana de Protección de Datos

**SCHEDULE II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

Measures for pseudonymization and encryption of personal data.  
 Measures to ensure the continued confidentiality, integrity, availability and resilience of processing systems and services.  
 Measures to ensure the ability to restore availability and access to personal data in a timely manner in the event of a physical or technical incident  
 Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures to ensure the security of processing  
 Measures for the identification and authorization of users  
 Measures for the protection of data during transmission Measures for the protection of data during storage  
 Measures to ensure the physical security of the places where personal data are processed  
 Measures to ensure the recording of events  
 Measures to ensure the configuration of the system, including the default settings  
 Measures for the governance and management of internal IT security  
 Measures for certification/assurance of processes and products  
 Measures to ensure data minimization Measures to ensure data quality Measures to ensure limited data preservation Measures to ensure accountability  
 Measures to enable data portability and ensure data deletion.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

Fundación ESADE	University Of South Carolina Darla Moore School of Business
38821138J JOAN RODON (R: G59716761)  Joan Rodon Dean, ESADE Business School Date:	  Michael D. Amiridis President, University of South Carolina Date: 7/20/23