



College van Bestuur

Juridische Zaken

Aan de heer

Spul 21
1012 WX Amsterdam
Postbus 19268
1000 GG Amsterdam
www.uva.nl

Datum
22 april 2016

Telefoon

Uw kenmerk

E-mail

Bijlage

Ons kenmerk

Onderwerp

Uw Wob-verzoek

-

2016cu0685

Geachte heer,

Verzoek

Bij e-mailbericht van 10 februari 2016 heeft u met een beroep op de Wet openbaarheid van bestuur (Wob) verzocht om openbaarmaking van alle documenten betreffende "... banden die de Hogeschool van Amsterdam en de Universiteit van Amsterdam hebben met Israëlische onderwijsinstellingen. Onder dit verzoek vallen onder andere banden die niet officieel als samenwerkingsverband worden aangemerkt."

Bij brief van 15 februari 2016, met kenmerk 2016cu0248, heeft de UvA de ontvangst van het Wob-verzoek bevestigd en bij brief van 8 maart 2016, met kenmerk 2016cu0427 heeft de UvA de beslistermijn op grond van artikel 6, tweede lid, van de Wob verdaagd.

Bij brief van 4 april 2016, met kenmerk 2016cu0576, heeft de UvA u medegedeeld dat zij de zienswijzen van betrokken partijen heeft opgevraagd en is de beslistermijn op grond van artikel 6, derde lid, van de Wob opgeschort. De ontvangen zienswijzen hebben wij betrokken in onze overweging.

Wettelijk kader

Op grond van artikel 3, eerste lid, van de Wob kan een ieder een verzoek om informatie neergelegd in documenten over een bestuurlijke aangelegenheid richten tot een bestuursorgaan of een onder verantwoordelijkheid van een bestuursorgaan werkzame instelling, dienst of bedrijf.

Op basis van de Wob dient het College van Bestuur bij de beoordeling van uw verzoek om informatie de uitzonderingsgronden en beperkingen zoals opgenomen in artikel 10 en 11 van de Wob in acht te nemen.

Op grond van artikel 10, tweede lid, aanhef en onder e, van de Wob blijft het verstrekken van informatie ingevolge deze wet achterwege voor zover het belang daarvan niet opweegt tegen het belang van de eerbiediging van de persoonlijke levenssfeer.



Ons kenmerk
2016cu0685

Overwegingen

De Wob kent als hoofdregel dat overheidsinformatie openbaar is, tenzij er zwaarwegende redenen zijn die zich verzetten tegen openbaarmaking. De uitzonderingsgronden en beperkingen op deze regel zijn in de Wob neergelegd.

Stichting Hogeschool van Amsterdam (HvA) is geen bestuursorgaan of instelling werkzaam onder verantwoordelijkheid van het College van Bestuur van de Universiteit van Amsterdam (UvA). De Wob is dan ook niet van toepassing op HvA. Voor zover uw verzoek om informatie toeziet op documenten betreffende de banden die de Hogeschool van Amsterdam heeft met Israëlische onderwijsinstellingen, wordt uw verzoek dan ook afgewezen.

De beoordeling van uw verzoek voor zover dat toeziet op de UvA, heeft betrekking op de volgende documenten:

- a. het document "*Memorandum of Understanding for the Exchange of Students Between University of Amsterdam & Tel Aviv University*", van februari 2009;
- b. het document "*Memorandum of understanding between Hebrew University of Jerusalem and University of Amsterdam*", van april 2011;
- c. het document "*Supplemental Letter of Agreement for the Exchange of Students Hebrew University of Jerusalem and University of Amsterdam*", van april 2011.

In de verstrekte documenten zijn de handtekeningen van de betrokken personen onleesbaar gemaakt. Deze gegevens worden niet openbaar gemaakt in verband met de eerbiediging van de persoonlijke levenssfeer, zoals bedoeld in artikel 10, tweede lid, aanhef en onder e, van de Wob. Het belang van bescherming van deze persoonsgegevens weegt zwaarder dan openbaarmaking van deze gegevens nu het niet openbaar maken van deze gegevens niet de informatie raakt waarom u in uw Wob-verzoek heeft verzocht.

Het weglaten van bovengenoemde gegevens maakt niet dat de informatie die u in uw Wob-verzoek vraagt anders wordt, terwijl openbaarmaking van deze gegevens zou leiden tot een onevenredige inbreuk op de persoonlijke levenssfeer van betrokkenen, nu zij verder geen publieke functie (meer) uitoefenen.

BESLUIT

Het College van Bestuur besluit:

- voor zover uw verzoek tot de HvA is gericht, uw verzoek af te wijzen;
- voor zover uw verzoek tot de UvA is gericht, uw verzoek toe te wijzen en de documenten genoemd onder a, b en c openbaar te maken.

Hoogachtend,
het College van Bestuur-

mw. prof. dr. D.C. van den Boom,
waarnemend voorzitter

Tegen deze beslissing kunt u binnen 6 weken na verzending van deze beslissing bezwaar instellen bij het College van Bestuur van de Universiteit van Amsterdam, t.a.v. Juridische Zaken, Postbus 19268, 1000 GG Amsterdam. Uw bezwaarschrift dient ondertekend te zijn en bevat ten minste uw naam, adres, datum, gronden van het bezwaar en een omschrijving van het besluit waartegen het bezwaar zich richt of een afschrift van het besluit waartegen het bezwaar zich richt.

Memorandum of Understanding for the Exchange of Students
Between

UNIVERSITY OF AMSTERDAM

&

TEL AVIV UNIVERSITY

The purpose of this Memorandum of Understanding (MoU) is to renew the affiliation between University of Amsterdam and Tel Aviv University for the purpose of a university-wide student exchange agreement.

TERMS OF THE MOU

1. The two parties agree to enter into a university-wide student exchange agreement, commencing in the year 2009
2. The participating students will register at the host institution for the full academic year or for a minimum of one academic term.
3. Each institution may send up to *4 students for a period of a semester or 2 students for a period of one academic year* or a combination of both to participate in the exchange. The number of participants may be increased subject to the mutual agreement of both universities.
4. It is expected that in any given year there will be an equal number of students exchanged from each institution.
5. Notwithstanding Clauses 3 and 4 above, while equal numbers in every year may not be possible, efforts will be made to have equal numbers exchanged over a three-year period.
6. The candidates will be students who are completing an undergraduate or graduate program at their respective institutions.
7. The candidates will be selected by their respective institutions to participate in the exchange, and will then be considered for admission as non-degree special students by the host institutions. Candidates must satisfy admission requirements for special student status, including language proficiency requirements, of the host institution.
8. Participants in the exchange will be required to have completed at least 3 semesters of full-time university studies prior to participation in the exchange.
9. Each institution will appoint an individual to act as the coordinator for the exchange.
10. The sending institution will forward the profiles of its candidates to the host institution in March of the application year, and final standing of those students by July of that year.

11. The host institution will notify the successful candidates of their provisional acceptance to the institution by early May, subject to confirmation of satisfactory examination results in June or July; the host institution will have the right of refusal of any candidate who may appear to be unacceptable for the exchange.
12. The participants in the exchange will pay the tuition and compulsory incidental fees (or any other fees) for the respective program at the home institution prior to departure for the host institution.
13. In general, courses at TAU are taught in Hebrew language.
Notwithstanding the aforesaid, TAU maintains the OSP (Overseas Students Program), which is an extracurricular program targeted for full tuition international students who do not speak Hebrew and wish to study in English in specific program.
Since the OSP is not a part of the regular curriculum at TAU, any exchange student who comes to TAU within the framework of an academic exchange agreement, shall be entitled to one free course at the OSP, excluding the Hebrew language course which shall not be free of charge.
14. On arrival at the host institution, the participants of the exchange will not be required to pay tuition and compulsory incidental fees, but may elect to pay non-compulsory incidental fees.
15. Students from University of Amsterdam will be free to choose courses from the full range of courses available in the division to which they have been admitted at Tel Aviv University provided that they satisfy the individual course prerequisites, and on the understanding that additional selection procedures may be required for courses with limited enrolment. Students from Tel Aviv University will be free to choose courses from the full range of courses available in the division to which they have been admitted at University of Amsterdam, provided that they satisfy the individual course prerequisites, and on the understanding that additional selection procedures may be required for courses with limited enrolment.
16. At the end of the academic year, the participants in the exchange will request the host institution to send to the home institution a report/official transcript of their academic achievement.
17. Students of University of Amsterdam will be guaranteed credit at their home institution for courses taken at the Tel Aviv University provided that their studies have received prior approval by the appropriate authorities at University of Amsterdam, and provided that courses are successfully completed with a minimum grade acceptable to their division at University of Amsterdam.
18. Students of Tel Aviv University will be guaranteed credit for their studies at University of Amsterdam, provided that their studies have received prior approval by the appropriate authorities at Tel Aviv University and provided that courses are successfully completed with a minimum grade acceptable to their division at the Tel Aviv University

19. Participants in the exchange are not degree candidates and cannot become degree candidates without applying for admission. Participation in the exchange will not attract preferential status.
20. Each partner shall remain the owner of any intellectual property rights granted prior to the beginning of the co-operation. Intellectual property rights related to research and/or dissertation are assured in the two institutions' in compliance with the specific regulations of each University. The institutional ownership of intellectual property right and other title and interests resulting from the student's research will be equally shared by the UvA and TAU.
21. Each participant in the exchange must ensure that they have adequate health and accident insurance coverage.
22. Participants under the exchange will be selected on the basis of merit without regard to race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status or physical handicap. University of Amsterdam and Tel Aviv University will each accept the participants selected by the other party if mutually acceptable academic and/or professional qualifications and standards are met. All participants will be treated in the same non-discriminatory manner in carrying out the provisions of the MoU / SLOA, subject to the provisions of the policies and requirements of each of the institutions. Any violation of these principles will be considered grounds for terminating the MoU / SLOA.
23. Implementation of this MOU is subject to sufficient funding being procured as appropriate by each institution.
24. The parties will review the terms of the MOU annually to assess the success of the exchange, and will determine whether to continue, modify or discontinue the MOU. Either party may terminate this Agreement at any time by giving six months notice in writing to the other party although such action will only be taken after mutual consultation in order to avoid any possible inconvenience to all concerned. Regardless of termination, the parties shall continue to fulfill their obligations hereunder until all participants who have commenced the program may complete the term in session at the time of termination or work that is in progress at the time of termination.
25. This MOU shall take effect when signed by both parties, and will remain in effect for a initial period of five years.

IN WITNESS WHEREOF, the parties hereto have offered their signatures:

Tel Aviv University

~~University of Amsterdam~~

Prof. Dany Leviatan
Rector

Karel van der Toorn
President

Date: Feb. 4, 2009

Date: 25 FEB. 2009

PROF. DANY LEVIATAN
RECTOR



MEMORANDUM OF UNDERSTANDING
BETWEEN
HEBREW UNIVERSITY OF JERUSALEM
AND
UNIVERSITY OF AMSTERDAM

1. The University of Amsterdam (UvA) and Hebrew University of Jerusalem (HUJ) hereby agree to encourage academic co-operation through research and study as stipulated below. Specific details of any activity can be set forth in a Supplemental Letter of Agreement (SLOA) which, upon signing, shall become an integral part of the general Memorandum of Understanding.
 - a. To encourage exchanges by students and faculty from one university to the other for the purpose of engaging in research and education;
 - b. To facilitate the admission of qualified students from one university to the other for the purpose of enrolling in undergraduate and graduate programmes, and in the case of advanced graduate students, participating in research;
 - c. To foster the exchange of academic publications and scholarly information;
 - d. To promote other academic activities which enhance the above mentioned goals
2. Both universities acknowledge that the visit by faculty and students from one university to another shall be subject to the entry and visa regulations of People's Republic of China and the Netherlands, and shall comply with the regulations and policies of the Hebrew University of Jerusalem and University of Amsterdam.
3. Both universities agree that in principle all expenses, including research materials, international and domestic travel, accommodation, per diem, honoraria and all other costs, shall be the responsibility of the home university or the visiting faculty/student.
4. Supplement Letters of Agreement may stipulate otherwise. However, each side will do its utmost to make available university accommodation to visiting faculty and students.
5. Both universities agree to review this Memorandum of Understanding after five years following the date of signing, and acknowledge that this Memorandum is subject to revision and termination at any time by mutual consent or by nine month's notice by either party.

Hebrew University of Jerusalem

University of Amsterdam

Prof. Sarah Stroumsa
Rector

Date: 26/4/11

Df. Karel van der Toorn
President

Date: 11 APR. 2011



PREAMBLE
MEMORANDUM OF UNDERSTANDING BETWEEN
HEBREW UNIVERSITY OF JERUSALEM, ISRAEL
AND
UNIVERSITY OF AMSTERDAM, THE NETHERLANDS

Considering the academic common interests of our two universities;

Intending to maintain a framework necessary for the execution of academic co-operation;

Finding that a new Memorandum of Understanding will be beneficial to this end;

Acknowledging the importance of more than 25 years of co-operation between our universities;

Acknowledging the necessity of adapting the existing agreement to modern times;

Acknowledging this wish of both parties to further explore the possibilities for joint research and educational programmes;

We declare that: University of Amsterdam and Hebrew University of Jerusalem will encourage academic co-operation through research and study by signing the attached updated Memorandum of Understanding.



Supplemental Letter of Agreement for the Exchange of Students
HEBREW UNIVERSITY OF JERUSALEM
AND
UNIVERSITY OF AMSTERDAM

The purpose of this Supplemental Letter of Agreement is to set out the details of a university wide student exchange agreement between Hebrew University of Jerusalem (HUJ) and University of Amsterdam (UvA). It is an integral part of the Memorandum of Understanding between these two universities

PARTICIPATING PARTIES:

- I. Hebrew University of Jerusalem (HUJ)
- II. University of Amsterdam (UvA)

TERMS of THE SLOA

1. The two parties agree to enter into a university-wide student exchange agreement, commencing in the year 2011/2012
2. The participating students will register at the host institution for the full academic year or for a minimum of one academic term.
3. HUJ may send up to five (5) students for a period of a semester or two (2) students for a period of one academic year and one (1) for a semester or a combination of both. UvA may send up to two (2) students for a period of a semester or one (1) student for a period of one academic year. In addition, UvA may send up to five (5) students to participate in the Ulpan (Summer or Winter).
4. The number of participants may be increased subject to the mutual interest and agreement of both universities.
5. The candidates will be students who are completing an undergraduate or graduate program at their respective institutions.
6. The candidates will be selected by their respective institutions to participate in the exchange, and will then be considered for admission as non-degree special students by the host institutions. Candidates must satisfy admission requirements for special student status, including language proficiency requirements, of the host institution.
7. UvA students will be required to have completed at least two (2) years of full-time university studies prior to participation in the exchange. UvA participants enrolling in the Ulpan will be required to have completed at least one (1) year of full-time university studies prior to participation. HUJ students will be required to have completed at least two years of full-time university studies prior to participation in the exchange.



8. Each institution will appoint an individual to act as the coordinator for the exchange. In the case of the HUJ, this function will be responsibility of *Academic Secretariat*, in the case of UvA this function will be responsibility of the *International Student Affairs*.
9. The sending institution will forward the profiles of its candidates to the host institution before the relevant deadline.
10. The host institution will notify the successful candidates of their acceptance to the institution two months before the enrollment process begins and upon compliance with all requirements for admission. The host institution will have the right of refusal of any candidate who may be unacceptable for the exchange.
11. The participants in the exchange will pay tuition and other mandatory fees at the home institution.
12. Each institution shall make every reasonable effort to assist exchange students in finding suitable accommodation. The cost of such housing shall be paid for by the students.
13. Upon arrival at the host institution students will be required to pay incidental fees, details of which will be discussed and agreed upon by the two institutions on a yearly basis.
14. Students from UvA will be free to choose courses from the full range of courses available in the division to which they have been admitted at HUJ, provided that they satisfy the individual course prerequisites, and on the understanding that additional selection procedures may be required for courses with limited enrolment. Students from HUJ will be free to choose courses from the full range of courses available in the division to which they have been admitted at the UvA, provided that they satisfy the individual course prerequisites, and on the understanding that additional selection procedures may be required for courses with limited enrolment.
15. At the end of the exchange period, the host institution will send an official transcript report of the academic achievement of the student, to the home institution. If applicable, the home institution will convert the awarded credit point into the local credit system.
16. Students will be guaranteed credit at their home institution for courses taken at the host institution provided that their studies have received prior approval by the appropriate authorities, and that said courses are successfully completed with a minimum grade acceptable at the home institution.
17. Participants in the exchange are non-degree candidates and cannot become degree candidates as a result of the academic exchange.
18. Each participant in the exchange must ensure that they have adequate health and medical insurance coverage that includes accidents and repatriation of remains.



19. HUJ and UvA both agree that participants under the Exchange will be selected on the basis of merit without regard to race, national or ethnic origin, color, religion, age, gender sexual orientation, marital status or physical disability. UvA and HUJ will each accept the participants selected by the other party if mutually acceptable academic and/or professional qualifications and standards are met. All participants will be treated in a non-discriminatory manner in carrying out the provisions of the SLOA, subject to the provisions of the policies and requirements of each of the institutions. Any violation of these principles will be considered grounds for terminating the SLOA.
20. This SLOA shall take effect when signed by both parties, and will remain in effect for a period of five years. Each party reserves the right to terminate this SLOA upon six months written notice to the other.

IN WITNESS WHEREOF, the parties hereto have offered their signatures:

Hebrew University of Jerusalem

University of Amsterdam

Signature

Signature

Prof. Sarah Stroumsa
Rector

Dr. Karel van der Toorn
President

Date: 26/4/11

Date: 11 APR. 2011