





Erasmus+ Programme Inter-institutional agreement Key Action 1 Learning mobility for higher education students and staff

between EU Member States and third countries associated to the Programme and third countries not associated to the Programme The institutions¹ named below agree to cooperate for the exchange of students and/or staff in the context of the Erasmus+ programme. This agreement is valid for the Erasmus+ call years 2023/2024-2027/2028 in:

• KA131

The institutions commit to sound and transparent management of funds allocated to them through Erasmus+ and to respect the quality requirements of the Programme, outlined in the <u>Erasmus Charter for Higher Education</u>² and in this agreement.

The institutions agree on exchanging their mobility-related data according to the <u>principles of GDPR</u>³ and in line with the technical standards of the <u>European Student Card Initiative</u>⁴, when this becomes available for international mobility involving third countries not associated to the Programme.

(c)The Parties will enter into a separate data sharing agreement (see Schedule 1), which will form part of this agreement.

Sending institutions located in EU/EEA countries have to ensure compliance with the provisions of art. 46 GDPR for all participants' personal data exchanged in the context of their mobility with institutions from non-EU/EEA countries without an adequacy decision, on the condition that enforceable data subject rights and effective legal remedies for data subjects are available in the respective third country. The participants should be informed in a transparent manner about the level of protection of their personal data, if this is different from the one where the sending institution is located.

¹ Inter-institutional agreements can be bilateral or multilateral in the case of mobility consortia:

⁻ Bilateral agreements are for cooperation between one higher education institution located in an EU Member State or third country associated to the Programme and another institution located in a third country not associated to the Programme

⁻ Multilateral agreements are for cooperation between a mobility consortium of higher education institutions located in one single EU Member State or third country associated to the Programme and another institution located in a third country not associated to the Programme.

² <u>https://ec.europa.eu/programmes/erasmus-plus/resources/documents/applicants/higher-education-charter_en</u>

³ <u>https://ec.europa.eu/info/law/law-topic/data-protection/reform/rules-business-and-organisations/principles-gdpr_en</u>

⁴ <u>https://ec.europa.eu/education/education-in-the-eu/european-student-card-initiative_en</u>

1. Information about the higher education institutions

Name of the institution (and department where relevant)	Erasmus code or city ⁵	Contact details ⁶ (email, phone)	Websites
Charles University in Prague	CZ PRAHA07	International Relations Office Ovocný trh 3, 116 36 Praha 1, Czech Republic Erasmus+ Institutional Coordinator Ester Brožová erasmus.incoming@ruk.c uni.cz Faculty coordinators Faculty of Social Science Radek Kovács outgoing@fsv.cuni.cz Faculty of Arts Kryštof Loub, Petra Benešovská erasmusout@ff.cuni.cz	General: https://cuni.cz/UKEN-145.html Faculty/faculties: https://cuni.cz/UKEN-108.html Course catalogue: https://cuni.cz/UKEN-364.html

⁵ Higher education institutions (HEIs) from Member States or third countries associated to the Programme should indicate their Erasmus code; HEIs from third countries not associated to the Programme should mention the city where they are located.

⁶ Contact details to reach the senior officer in charge of this agreement and of its possible updates.

		Faculty of Science	
		RNDr. Dagmar Chalupová, Ph.D., RNDr. Vágner Jiří, Ph.D.	
		<u>erasmus@natur.cuni.cz</u>	
		Faculty of Law	
		Vice-Dean Assoc. Prof.	
		Magdalena Pfeiffer	
		pfeiffer@prf.cuni.cz	
		Faculty of Mathematics	
		and Physics	
		,	
		Jiří Felcman	
		felcman@karlin.mff.cuni.c	
		Z	
	Sheffield	Institutional	General: www.sheffield.ac.uk/globalopps/inbound
University of Sheffield		coordinator: Claire	
oniversity of Shemeid		Hunter E:	
		globalopps@sheffield.a	Directory of Modules: www.sheffield.ac.uk/new-students/registration
		c.uk	
		For academic	
		contacts:	English language requirements:
		https://www.sheffield.ac.	www.sheffield.ac.uk/globalopps/inbound/apply/entry-requirements
		uk/globalopps/departmen	
		tal-contacts	

2. Mobility numbers per academic year

The partners agree to update the mobility data, whenever possible, by no later than the end of January in the preceding academic year formally via an amendment of the inter-institutional agreement. In case of later updates in the mobility data, the partners agree to accept informal communication means (e.g. exchanges of emails as written proof).

Students shall be enrolled at the host organisation for no more than one academic year.

Number of student and staff mobility periods

FROM	то	Subject area	Subject area	Subject Study area cycle		Number of r	nobility periods	
[Erasmus code or city of the sending institution]	[Erasmus code or city of the receiving institution]	ISCED CODE ⁷ (optional)		[short cycle, 1st , 2nd or 3rd] (optional)		Student Mobility [Specify here total number of months]	Staff Mobility [Specify here total number of staff]**	Staff Mobility [Specify here total number of days]**
CZ PRAHA07	Sheffield	311	Economics	1st*	2	10		
Sheffield	CZ PRAHA07	311	Economics	1st*	2	10		
CZ PRAHA07	Sheffield	312	Sociology and cultural studies	1st*	2	10		
Sheffield	CZ PRAHA07	312	Sociological Studies	1st*	2	10		
CZ PRAHA07	Sheffield	312	Political sciences	1st*	4	20		
Sheffield	CZ PRAHA07	312	Political sciences	1st*	4	20		

⁷ <u>https://circabc.europa.eu/sd/a/286ebac6-aa7c-4ada-a42b-ff2cf3a442bf/ISCED-F%202013%20-%20Detailed%20field%20descriptions.pdf</u>

CZ PRAHA07	Sheffield	31	Social and behavioural sciences	1st*	2	10	
Sheffield	CZ PRAHA07	31	Sheffield Methods Institute	1st*	2	10	
CZ PRAHA07	Sheffield	320	Journalism and information	1st*	2	10	
Sheffield	CZ PRAHA07	320	Journalism and information	1st*	2	10	
CZ PRAHA07	Sheffield	230	Languages and Philological Sciences	1st, 2nd,3rd	6	30	
Sheffield	CZ PRAHA07	230	Languages and Philological Sciences	1st, 2nd,3rd	6	30	
CZ PRAHA07	Sheffield	532	Earth sciences	1st, 2nd	4	20	
Sheffield	CZ PRAHA07	532	Earth sciences	1st, 2nd	4	20	
CZ PRAHA07	Sheffield	42	Law	1st*	3	30	
Sheffield	CZ PRAHA07	42	Law	1st*	3	30	
CZ PRAHA07	Sheffield	054	Mathematics and Statistics	1st*	4	20	

(Sheffield	CZ PRAHA07	054	Mathematics	1st*	4	20	
				and Statistics				

*The University of Sheffield will accept Charles University students from other cycles on the condition that they only select undergraduate courses

** Staff mobility to be discussed on a case by case basis

3.

Recommended language skills

The sending institution, following agreement with the receiving institution, is responsible for providing support to its nominated candidates so that they can have the recommended <u>language skills⁸</u> at the start of the mobility period (see also section 5 "Preparation and Support").

Receiving institution	Subject area	Language of instruction	Language of instruction	Recommended level		
mstrution	(Optional)	1	2	Student Mobility	Staff Mobility	
[Erasmus code or city]				[Minimum recommended level in at least one of the languages: B1]	[Minimum recommended level in at least one of the languages for teaching: B2]	
CZ PRAHA07		English		В2		
Sheffield Sheffield		English		Students must meet University and departmental English language requirements. Information can be found through webpage in above section.	В2	

⁸ For an easier and consistent understanding of language requirements, it is recommended to use the Common European Framework of Reference for Languages (CEFR): <u>http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr</u>

For more details on the language of instruction recommendations, see the course catalogue of each institution. The links to the course catalogue are provided in the first section.

4. Partnership arrangements: fees and organisational support funds

In accordance with the Erasmus Charter for Higher Education, partners commit to charge no additional fees to students:

- In connection with the organisation or administration of their Erasmus+ mobility period. Any violation to this rule by the partners shall be brought to the attention of the National Agency and may lead to the termination of the participation in the project linked to this inter-institutional agreement, if no corrective measures are taken.
- For tuition, registration, examinations or access to laboratory and library facilities. Nevertheless, they may be charged small fees on the same basis as local students for costs such as insurance, student unions and the use of miscellaneous material.

5. Outreach and Selection of participants: calendar, application procedure and requirements

- Partners commit to doing outreach to participants with fewer opportunities to encourage their participation in the Programme and, where needed, agree on a common strategy to meet indicative inclusion targets.
- Partners commit to running selection procedures for mobility activities that are fair, transparent and documented, ensuring equal opportunities to participants eligible for mobility. The calls for applications must be public and an appeal procedure must be in place. Under no circumstances, shall applicants and selected participants incur any costs during application and selection procedures.
- In the case of student mobility, partners will ensure that other elements beyond academic merit are taken into account to ensure participation of students with fewer opportunities. Selection criteria and procedures must be clearly communicated in the call for applications.

Applications/information on nominated students must reach the receiving institution by:

Receiving institution [Erasmus code or city]	Term duration	Deadline ⁹
	Spring Term: from February to June.	Fall Term nomination: 15/04 Fall term application: 15/05 Spring Term nomination: 15/09 Spring term application: 15/10
	, , ,	Please see institutional factsheet for deadline information

The receiving institution will send its decision within 8 weeks.

The partners commit to have a fair, transparent, coherent and documented application and selection procedure outlined in their respective websites and regularly updated, together with the contact details of the relevant department:

Application procedure						
Receiving Institution [Erasmus code or city]	Contact details (email, phone)	Website for information				
CZ PRAHA07	Erasmus.incoming@ruk.cuni.cz	https://cuni.cz/UKEN-362.html				
Sheffield	globalopps@sheffield.ac.uk	www.sheffield.ac.uk/globalopps/inbound/apply				

⁹ Please specify the deadline for each semester and, if necessary, adapt to a trimester system.

Requirement	Details	Website for information (optional)
Academic requirements	There are no such requirements for selection at the university level of Charles University. However, each faculty may have their own requirements which are necessary to negotiate with them specifically.	
CV	N/A	
Motivation letter	N/A	
Inclusion measures ¹⁰	Charles University is able to acquire the appropriate conditions for disadvantaged students and it is necessary to consult by prior arrangement.	
Other	N/A	

6. Preparation and support

The Higher Education Institution(s) in a Member State or associated third country commit(s) to:

• Ensure that students are aware of their rights and obligations as defined in the *Erasmus Student Charter*¹¹.

¹⁰ You may find the implementation guidelines of the **Erasmus+ and European Solidarity Corps Inclusion and Diversity Strategy** here: <u>https://ec.europa.eu/programmes/erasmus-plus/resources/implementation-guidelines-erasmus-and-european-solidarity-corps-inclusion-and-diversity_en</u>

¹¹ The Erasmus Student Charter is available here: <u>https://ec.europa.eu/programmes/erasmus-plus/resources/documents/applicants/student-charter_en</u>

• Arrange travels or provide a pre-financing of the grant, where available, to **reduce the costs that participants need to cover upfront**, to the extent possible.

All involved Higher Education Institutions commit to the following preparation and support measures. Information and assistance can be provided by the contact points and information sources in the table below:

- The receiving institution will guide incoming mobile participants in finding **accommodation** where applicable, according to the requirements of the Erasmus Charter for Higher Education. It is considered best practice to use the individual grant to pay for the deposit of dormitories.
- Ensure that outgoing mobile participants are well prepared for their activities abroad, including blended mobility, by undertaking activities to achieve the necessary level of **linguistic proficiency** and develop their **intercultural competences**.
- Provide assistance related to obtaining **visas**, when required, for incoming and outgoing mobile participants, according to the requirements of the Erasmus Charter for Higher Education and, if needed, use project funds in the most inclusive way to cover related costs partially or in full.

- Provide assistance related to obtaining **insurance**, when required, for incoming and outgoing mobile participants, according to the requirements of the Erasmus Charter for Higher Education and use project funds in the most inclusive way to cover related costs partially or in full. The receiving institution will inform mobile participants of cases in which insurance cover is not automatically provided.
- The receiving institution will inform about the existence of relevant infrastructure and provide support to incoming **participants with fewer opportunities**.
- Provide **appropriate mentoring and support arrangements** for mobile participants, including for those pursuing blended mobility, as well as **integrate incoming mobile participants** into the wider student community and in the Institution's everyday life.
- Provide participants with their **grant**, where available, as soon as possible upon arrival, including if necessary a first payment using cash, check or similar to avoid delays linked to opening a bank account.
- The institutions commit to encourage participants to act as **ambassadors of the Erasmus+ Programme** and share their mobility experience, e.g. by providing information about the existence of Erasmus+ alumni networks, inviting former participants in promotion activities, etc.

Preparatory & Support Measures	Institution [Erasmus code or city]	Contact details (email, phone)	Website for information & arrangements
Accommodation	CZ PRAHA07	erasmus.incoming@ruk.cuni.cz	Students can apply for an accommodation at the Charles University dormitories. The application should be submitted during the application process. https://cuni.cz/UKEN-365.html
Language Support	CZ PRAHA07	erasmus.incoming@ruk.cuni.cz	https://cuni.cz/UKEN-364.html#2
Visa	CZ PRAHA07	erasmus.incoming@ruk.cuni.cz	Students of third countries (all countries except EU or EFTA members) will be required to obtain a student visa or resident permit for their legal stay. https://cuni.cz/UKEN-366.html
Insurance	CZ PRAHA07	erasmus.incoming@ruk.cuni.cz	All insured incoming students (including EHIC cardholders) have an access to urgent, state-provided healthcare during their stay in the Czech Republic. https://cuni.cz/UKEN-1546.html
Inclusion of participants with fewer opportunities	CZ PRAHA07	erasmus.incoming@ruk.cuni.cz	Full range of support services incl. Disability Support: https://cuni.cz/UKEN-370.html Inclusive mobility.eu Profile: https://inclusivemobility.eu/countries/cz/institutions/2558
			e.g. available infrastructure for:
			Reduced mobility or hearing/visual impairments,
			students/staff with children, etc.

Mentoring	CZ PRAHA07	N/A	
Grant payments	CZ PRAHA07	N/A	
Alumni information	CZ PRAHA07	alumni@cuni.cz	https://cuni.cz/UKEN-403.html
Preparatory & Support Measures	Institution [Erasmus code or city]	Contact details (email, phone)	Website for information & arrangements
Accommodation	Sheffield	accommodationoffice@sheffield.ac .uk	www.sheffield.ac.uk/accommodation
Language Support	Sheffield	English Language Teaching Centre (ELTC)	www.sheffield.ac.uk/eltc/language-support
Visa	Sheffield	International Student Support	www.sheffield.ac.uk/new-students/immigration
Insurance	Sheffield	International Student Support	www.sheffield.ac.uk/new-students/international-welcome
Inclusion of participants with fewer opportunities	Sheffield	Disability and Dyslexia Support Service	www.sheffield.ac.uk/new-students/disability
Mentoring	Sheffield	globalopps@sheffield.ac.uk	
Alumni information	Sheffield	globalopps@sheffield.ac.uk	

7. Recognition

Institutions commit to:

- Ensure recognition for activities satisfactorily completed.
- Ensure that student and staff mobility for education or training purposes is based on a learning agreement for students and a mobility agreement for staff validated in advance between the sending and receiving institutions or non-academic organisations and the mobile participants.
- Accept all activities indicated in the learning agreement, or according to the learning outcomes of the modules completed abroad, as automatically counting towards the degree, provided these have been satisfactorily completed by the mobile student.
- Partners commit to taking measures to ensure recognition of student and staff mobility upon their return, including:
 - o Providing incoming mobile students and their sending institutions with free-of-charge transcripts. The documents must be in English or in the language of the sending institution and containing a full, accurate and timely record of the achievements at the end of the mobility period.
 - A Transcript of Records will be issued by the receiving institution no later than 8 weeks after the assessment period has finished at the receiving HEI.
 - o Providing staff with a certificate for the activities completed. It is recommended to issue a certificate towards the end of the mobility period.

8. Grading systems of the institutions

It is recommended that receiving institutions provide the statistical distribution of grades or make the information available through <u>EGRACONS</u> according to the descriptions in the <u>ECTS users' guide¹²</u>. The table will facilitate the interpretation of each grade awarded to students and will facilitate the credit transfer by the sending institution.

Institution [Erasmus code or city]	EGRACONS [If applicable]	Website for information
CZ PRAHA07		https://cuni.cz/UKEN-361.html
Sheffield		www.sheffield.ac.uk/certificates-verification/transcripts/definitions Undergraduate grades - 100 point scale
		70-100 – work of a Class 1 standard 60-69 – work of a Class 2.1 standard
		50-59 – work of a Class 2.2. standard 45-49 – work of a Class 3 standard
		40-44 – work of a Pass standard 0-39 – fail*

9. Any other information regarding the terms of the agreement (optional)

Partners will ensure students are made aware of their responsibilities for the exchange programme. Students must:

- Obtain and comply with the appropriate visa
- Obtain health insurance coverage that meets the requirements of the host institution, or as a condition of the appropriate visa

¹² The ECTS user's guide is available here: https://ec.europa.eu/education/resources-and-tools/document-library/ects-users-guide_en

- Obtain comprehensive travel insurance for the entire exchange period
- Comply with all rules, regulations, statutes, policies and performance standards of the host institution
- Satisfy the study/course requirements in accordance with the standards, regulations, statutes of the host institution
- Return to the home institution after the agreed exchange period at the host institution,
- Provide all required documentation to satisfy the host institutions admission requirements

Dispute resolution

If there is any dispute, the parties agree to negotiate in good faith. The dispute shall be referred to the relevant coordinator of the institution, and they shall endeavour to resolve the dispute as swiftly as possible.

If a dispute cannot be resolved by the coordinator of each institution, the dispute shall next be referred to the nominated senior representatives of each institution, and they shall endeavour to resolve the dispute as swiftly as possible.

10. Termination of the agreement

The agreement can be terminated unilaterally, as long as at least one academic year notice is given. Neither the European Commission nor the National Agencies can be held responsible in case of a conflict.

SIGNATURES OF THE INSTITUTIONS (legal representatives)

Institution [Erasmus code or name and city]	Name, function	Date	Signature ¹³
CZ PRAHA07	Ester Brozova , Erasmus+ Institutional Coordinator		
Sheffield	Dr Malcolm Butler Director of Global Engagement	19/10/2023	//.

¹³ Scanned copies of signatures or digital signatures may be accepted depending on the national legislation

SCHEDULE 1

SCHEDULE [1]

1. DATA PROTECTION

1. **DEFINITIONS**

In this Schedule [1] the following definitions shall apply:

"Controller", "Processor", "Data Subject", "Data Protection Officer" and "Supervisory Authority"	shall have the meaning given to those terms in the applicable Data Protection Laws;
"Data Protection Laws"	means (a) all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the EU GDPR ("UK GDPR"); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; (b) the law of the European Union or any Member State of the European Union to which a Party is subject which relates to the protection of personal data, including the EU GDPR; and (c) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time;
"Data Processing Particulars"	means, in relation to any Processing under this Agreement:
	 (a) the subject matter and duration of the Processing; (b) the nature and purpose of the Processing; (c) the type of Personal Data being Processed; and (d) the categories of Data Subjects; as set out in [Appendix 1].
"Data Subject Request"	means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his/her/their rights under the Data Protection Laws in relation to Personal Data including without limitation: the right

	of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object;
"EU GDPR"	means 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 repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;
"Exchange Programme"	means the one-year study abroad programme
"Good Industry Practice"	means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of similar services to those being carried out under this Agreement, such supplier seeking to comply with its contractual obligations in full and complying with all applicable laws including the Data Protection Laws;
"ICO"	means the UK Information Commissioner's Office, or any successor or replacement body from time to time;
"ICO Correspondence"	means any correspondence or communication (whether written or verbal) from the ICO in relation to the Processing of Personal Data;
"Losses"	means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgement, interest and penalties), other professional charges and expenses, disbursements, cost of breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
"Permitted Recipients"	means the third parties to whom each Party is permitted to disclose the Personal Data, as set out in more detail in Appendix 1 (<i>Data Processing Particulars</i>);
"Personal Data"	means any personal data (as defined in the Data Protection Laws) Processed by either Party in connection with this Agreement, and for the purposes of this Agreement includes Sensitive Personal Data (as such Personal Data is more particularly described in Appendix 1 (<i>Data Processing Particulars</i>));

"Personal Data Breach"	has the meaning set out in the Data Protection Laws and for the avoidance of doubt, includes a breach of Paragraph 2.2.2(e);
"Processing"	has the meaning set out in the Data Protection Laws (and "Process" and "Processed" shall be construed accordingly);
"Restricted Country"	means a country, territory or jurisdiction which the UK government has not deemed to provide adequate protection in accordance with Article 45(1) of the UK GDPR;
"Security Requirements"	means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws (including, in particular, the measures set out in Article 32(1) of the UK GDPR (taking due account of the matters described in Article 32(2) of the UK GDPR)) as applicable;
"Sensitive Personal Data"	means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the UK GDPR;
"Third Party Request"	means a written request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulation.
"UK GDPR"	means the version 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 which is retained in UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018

0. DATA PROTECTION

1. Nature of the Processing

- 1. The Parties acknowledge that the factual arrangements between them dictate the role of each Party in respect of the Data Protection Laws. Notwithstanding the foregoing, each Party agrees that the nature of the Processing under this Agreement will be as follows:
 - 1. the Parties shall each Process the Personal Data;
 - 2. each Party shall act as a Controller in respect of the Processing of the Personal Data on its own behalf and in particular each shall be a Controller of the Personal Data acting individually and in common, as follows:
- 1. The University of Sheffield shall be a Controller where it is Processing Personal Data in relation to processing personal and academic data in order to administer the Exchange Programme; and

- 2. Charles University shall be a Controller where it is Processing Personal Data in relation to processing personal and academic data in order to administer the Exchange Programme
- c. Notwithstanding Paragraph 2.1.1(b), if either Party is deemed to be a joint Controller with the other in relation to the Personal Data, the Parties agree that they shall be jointly responsible for the compliance obligations imposed on a Controller by the Data Protection Laws, and the Parties shall cooperate to do all necessary things to enable performance of such compliance obligations, except that each Party shall be responsible, without limitation, for compliance with its data security obligations set out in Paragraph 2.2.2(e) where Personal Data has been transmitted by it, or while Personal Data is in its possession or control.

0. Each of the Parties acknowledges and agrees that Appendix 1 (*Data Processing Particulars*) to this Agreement is an accurate description of the Data Processing Particulars.

- 0. Each of the Parties acknowledges that:
 - the Data Protection Officer for The University of Sheffield is Luke Thompson (<u>dataprotection@sheffield.ac.uk</u>) and
 - the Data Protection Officer for Charles University is Petra Kubáčová (gdpr@cuni.cz)

0. Data Controller Obligations

- 1. Each Party shall in relation to the Processing of the Personal Data comply with its respective obligations under the Data Protection Laws.
- 2. Without limiting the generality of the obligation set out in Paragraph 2.2.1, in particular, each Party shall:
- 1. where required to do so, make due notification to the ICO or relevant Supervisory Authority;
- 2. ensure it is not subject to any prohibition or restriction which would:
- 1. prevent or restrict it from disclosing or transferring the Personal Data to the other Party as required under this Agreement;
- 2. prevent or restrict it from granting the other Party access to the Personal Data as required under this Agreement; or
- 3. prevent or restrict either Party from Processing the Personal Data, as envisaged under this Agreement;
- c. ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each Party to Process the Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Laws;

. ensure that all Personal Data disclosed or transferred to, or accessed by, the other Party is accurate and up-to-date, as well as adequate, relevant and not excessive to enable either Party to Process the Personal Data as envisaged under this Agreement;

ensure that appropriate technical and organisational security measures are in place sufficient to comply with:

.at least the obligations imposed on the Controller by the Security Requirements;

. notify the other Party promptly, and in any event within forty-eight (48) hours of receipt of any Data Subject Request or ICO Correspondence which relates directly or indirectly to the Processing of Personal Data under, or in connection with, this Agreement and together with such notice, provide a copy of such Data Subject Request or ICO Correspondence to the other Party and reasonable details of the circumstances giving rise to it. In addition to providing the notice referred to in this Paragraph 2.2.2(f), each Party shall provide the other Party with all reasonable co-operation and assistance required by the other Party in relation to any such Data Subject Request or ICO Correspondence;

. use reasonable endeavours to notify the other Party if it is obliged to make a disclosure of any of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;

. notify the other Party in writing without undue delay and, in any event, within twenty-four (24) hours of it becoming aware of any actual or suspected Personal Data Breach in relation to the Personal Data received from the other Party and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith):

- i. implement any measures necessary to restore the security of compromised Personal Data; and
- ii. support the other Party to make any required notifications to the ICO and/or other relevant regulatory body and affected Data Subjects;
- i. take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data;
- . not do anything which shall damage the reputation of the other Party or that Party's relationship with the Data Subjects;
- . not transfer any Personal Data it is processing to a Restricted Country;

. hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Personal Data;

. not disclose the Personal Data to a third party (including a sub-contractor) in any circumstances without the other Party's prior written consent, save in relation to: (i) disclosures to Permitted Recipients; and (ii) Third Party Requests. For Third Party Requests, the Party seeking to disclose the Personal Data shall use reasonable endeavours to advise the other Party in advance of such disclosure, unless that Party is prohibited by law or regulation from notifying the other Party of that disclosure, in which case it shall do so as soon as practicable thereafter (where permitted by law or regulation); and

. retain the Personal Data only as long as is necessary to implement, administer and manage the Exchange Programme or as required to comply with legal or regulatory obligations. Unless a Party needs to keep the personal data to satisfy legal or regulatory obligations, it will destroy or remove the Personal Data from its systems after a period of six (6) years following completion of each annual Exchange Programme.

Appendix 1

Data Protection Particulars

The subject matter and duration of the Processing	The subject matter of the personal data will be both personal and academic and will be limited to matters arising from the one year Exchange Programme at the relevant institution
The nature and purpose of the Processing	The purpose of the processing is to allow each institution to administer the Exchange Programme
The type of Personal Data being Processed	Name, email address, academic performance data
The categories of Data Subjects	Students of each institution