



ARISTOTLE
UNIVERSITY OF
THESSALONIKI



BIRMINGHAM CITY
University

DATED 30.11.2022

BIRMINGHAM CITY UNIVERSITY

AND

ARISTOTLE UNIVERSITY OF THESSALONIKI

STUDENT MOBILITY AGREEMENT

REF:

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THIS AGREEMENT is made on Wednesday November 30th, 2022.

BETWEEN

BIRMINGHAM CITY UNIVERSITY, University House, 15 Bartholomew Row, Birmingham, B5 5JU, United Kingdom ("**BCU**" or the "**University**")

AND

ARISTOTLE UNIVERSITY OF THESSALONIKI (AUTH) of University Campus, 54124, Thessaloniki, Greece (the "**Partner Institution**")

(together the "**Parties**")

WHEREAS

- (A) Birmingham City University's mission is to transform the prospects of individuals, employers and society through excellence in practice-based education, research and knowledge exchange.
- (B) On the basis of the mission of Higher Education Institutions (HEIs), as described by Greek Law (N. 4009/2011, article 4) the vision and mission of AUTH can be summarized as follows: Upgrading the educational process and the curricula (Accreditation) – Educational and teaching excellence, Enhancing excellence in research, Enhancing AUTH's international presence, Upgrading the organization and operation of Administrative Services, Using, applying and making the most of current Information and Communication Technologies, Upgrading the quality of student services, Connecting the University with society and promoting of AUTH to a landmark of development and culture, Utilizing the University's real property and intangible assets for the benefit of both AUTH and society at large, Being an environmentally friendly University, Being a friendly and accessible University towards all citizens and especially the ones with disabilities.
- (C) With the aim of developing a stronger partnership between the institutions, the Parties wish to enter into a Student Mobility Agreement to facilitate the Study Abroad scheme at both Institutions.
- (D) It is mutually agreed that the two Institutions wish to co-operate in developing a series of student mobility programmes designed to enrich the intellectual environment of both institutions and to facilitate the exchange of ideas among faculty and students.

NOW IT IS HEREBY AGREED

1. Interpretation

1.1. For the purpose of this Agreement:

"**Commencement Date**" means 30.11.2022;

"**Confidential Information**" means all information (written or oral) not in the public domain concerning the business and affairs of either Party which is obtained in connection with this Agreement;

"Home Institution" means the institution at which the student is registered prior to the Study Abroad programme and which sends the student on the Study Abroad programme;

"Host Institution" means the institution hosting the student for the duration of the Study Abroad programme;

"Intellectual Property Rights" means any patents, trademarks, service marks, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright including rights in software and websites), database rights, trade or business names, know how, research and results, improvements and other similar intellectual property rights or obligations whether registrable or not in any country whether now known or future;

"Materials" means any publicity and/or promotional materials approved in accordance with Clause 22;

Study Abroad" means a scheme which allows students enrolled on a degree programme at the host institution to spend a minimum of 4 weeks and a maximum of one academic year, studying related academic modules at the Host Institution. Study Abroad students will remain degree candidates of their home institution and shall not be candidates for an award at the Host Institution. Study Abroad schemes can be divided into two categories: "Study Abroad (student exchanges)", where the tuition fee is paid to the home institution, and "fee-paying Study Abroad", whereby the tuition fee is paid to the Host Institution at the current international rates; and

"Term" means the period during which the MoU initially signed between the parties on April 15th, 2022, is valid.

- 1.2. References to the singular shall include the plural and vice versa.
- 1.3. References to Clauses are to clauses in this Agreement, references to Schedules are to schedules to this Agreement and references to this Agreement shall include the Recitals and the Schedules.
- 1.4. Headings are inserted for convenience only and no account shall be taken of the headings in construing this Agreement.
- 1.5. References to legislation shall include references to such legislation as amended or re-enacted from time to time.
- 1.6. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7. A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.8. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.9. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.10. A reference to writing or written includes email.
- 1.11. The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.12. Generally, if there is an inconsistency between any of the provisions in the main body of this Agreement and the schedules, the provisions in the main body of this Agreement shall prevail, subject always to the express provisions of this Agreement.
- 1.13. In the event of any conflict or inconsistency, the Parties have read and agreed that the terms of this Agreement and any subsequent amendments issued by the University take precedence over any other terms and conditions for the exchange of students and staff or other document issued by the Partner Institution.
- 1.14. If there is any change in the legal status or ownership of either Party (including any change in the accreditation or recognition by a professional or government body), then they will notify the other Party immediately in writing.

2. Scope of Agreement

- 2.1. The purpose of this Agreement is to establish the terms and conditions under which Study Abroad between the Parties shall take place.

3. Selection of Students For Study Abroad

- 3.1. The purpose of this Agreement is to enable students to spend a minimum of 4 weeks, and a maximum of one academic year, studying related academic modules at the Host Institution. Study Abroad students will remain degree candidates of their Home Institution and shall not be candidates for an award at the Host Institution.
- 3.2. As part of Study Abroad (student exchange), each Party (as Home Institution) will identify each year, in cooperation with the other Party 2 graduate or undergraduate students to study at the Host Institution.
- 3.3. It shall also be possible for the Home Institution to send 2 students for one semester instead of one student for one academic year (total 4 students for one semester per year) or 2 students for a 4-week mobility instead of one student for one academic year.
- 3.4. Tuition fees for exchange students will be collected by the Home Institution.
- 3.5. Either Party may nominate more students to send to the Host Institution than the number agreed pursuant to Clause 3.2. Any additional students will participate in the programme on a full fee-paying Study Abroad basis. In this case the students will pay all tuition fees at the current rates for international students to the Host Institution.

4. Application and Admissions Procedures

- 4.1. Applicants should have successfully completed at least one academic year of Higher Education at their Home Institution.
- 4.2. Students participating in Study Abroad must satisfy all admission requirements including those related to academic qualifications and language ability. Applications should be submitted to the International Office at each institution. Applications will be processed according to the standard admissions procedures, including following the procedures and requirements of the immigration authorities. All decisions on

admissions will be made by the Host Institution, and no guarantee of a place can be promised.

- 4.3. The deadlines for applications at AUTH are May 30th for fall/winter semester and November 30th for spring semester. The deadlines at BCU are June 1st and October 1st. Following decisions on applications, the Host Institution will then forward the Study Abroad offer letter with other relevant documents to the Home Institution.
- 4.4. Application decisions will be sent to the sending institution via email. Successful applicants will receive a Study Abroad offer from the Host Institution.
- 4.5. Both Parties agree to work within a policy of equality of opportunity in the operation of this Agreement, which will include reasonable adjustments where necessary.

5. Other Fees and Accommodation

- 5.1. Students are responsible for paying their transportation, medical insurance, accommodation and meals, textbooks, personal expenses and all debts incurred during the course of their study at the Host Institution. The Home Institution will inform the students about their duty to pay such fees in good time before the Study Abroad programme commences.
- 5.2. All Study Abroad students studying at the Partner Institution will be personally responsible for purchasing the Partner Institution's student health insurance policy for the time period of the program if required in order to meet both Host Institution and local regulations. There may be other fees for which Study Abroad students studying at the Partner Institution are responsible, including but not limited to residence hall fees, orientation and transcript fees.
- 5.3. All Study Abroad students studying at BCU and AUTH will be personally responsible for arranging a suitable health insurance policy. There may be other fees for which Study Abroad students studying at BCU are responsible, including but not limited to residence hall fees, orientation and transcript fees.
- 5.4. Study Abroad (student exchange) students will have all fees waived, which relate to registration. At the Host Institution these include admission fees and tuition fees. Students will have access to the Host Institution's library system and on-campus services (such as sport and housing services) during the period of registration.
- 5.5. Both institutions will give Study Abroad students privileged access to their sponsored residences or will advise students in locating appropriate housing.
- 5.6. If one of the Parties cannot send the number of students stated above, the institution can recover its placement deficit in respect to the number of students exchanged until the end of the Agreement.

6. Student Status and Regulatory Issues

- 6.1. Study Abroad students will be enrolled as students of the Host Institution and will have the same rights of access to Host Institution resources as students enrolled on a full programme. This will include access to student support and welfare services, pastoral support and accommodation services. The Host Institution will provide induction and orientation for students on arrival. Access to services and resources and the provision of inductions, orientation and teaching may be conducted either in person or remotely, or a combination of both, according to the discretion of the Host Institution.

- 6.2. Students will be subject to the Host Institution's normal procedures and conditions of enrolment including providing evidence of prior qualifications and a valid visa. The Host Institution will ensure that all necessary immigration laws and regulations applicable to the relevant country or state are complied with and that all necessary government approvals, permits, licences, permissions or any other approvals necessary or advisable for the students to participate in the Study Abroad programme are obtained within the required time period.
 - 6.3. While studying at the Host Institution, Study Abroad students will be subject to the Host Institution's academic regulations and policies, including disciplinary procedures. The Host Institution is responsible for providing students with information on the applicable regulations and policies.
 - 6.4. Students will take the assessments for the modules on which they are registered and will be assessed in the same way as other the Host Institution students enrolled on the relevant modules.
 - 6.5. Students are expected to enrol on a normal full-time module load. Students will normally study modules from one named Host Institution programme although, where appropriate in order to ensure a coherent academic programme, arrangements may be made for a student to study modules from more than one programme.
 - 6.6. The sending institution will be notified if a student is subject to disciplinary action while studying at the Host Institution or if a student is required to withdraw for disciplinary issues or lack of engagement. Where applicable the Host Institution will also notify the relevant immigration authorities.
 - 6.7. Both Parties shall provide students with information on raising complaints or academic appeals and information on the student's right to escalate any complaints or academic appeals if they are not satisfied as to its resolution with the Host Institution or their Home Institution. In the case of BCU this shall mean informing the student of its right to review to the Office of the Independent Adjudicator. In the case of the Partner Institution this shall mean informing the student of its right to review to the Student's Ombudsman.
 - 6.8. Neither Party (as Home Institution) assumes any responsibility whatsoever for any property of the students to the extent they are under the care of the other Party (as Host Institution) in connection with this Agreement.
 - 6.9. If applicable, the Parties will consult with each other about whether there is a need for the student to obtain any Disclosure & Barring Service checks ("DBS"), Occupational Health assessment or to comply with any other regulatory requirement and will agree between them which Party is responsible for arranging for these to be obtained.
- 7. Credit Transfer**
- 7.1. At the end of the agreed Study Abroad period, the Host Institution will produce a transcript for the student(s). The transcript will list the modules studied, credit ratings and assessment results/marks. Copies of the transcripts will be sent to the student and (only if the Student has given their consent to such a transfer) to the student's Home Institution as well.
 - 7.2. The academic unit involved in Study Abroad at the Home Institution will provide academic counselling to ensure that the academic modules taken at the Host Institution

are acceptable to the Home Institution. The Host Institution will provide course descriptions and syllabi to aid in course equivalency evaluation.

- 7.3. It is a matter for each Party to decide the basis on which credit awarded by the Host Institution will be taken account of on the student's overall degree programme. Each Party is responsible for ensuring that students understand how the credit awarded by the Host Institution will contribute to their final degree award. Students will have no right of complaint or appeal to the Host Institution in the event that they are dissatisfied with the Home Institution's decision.
- 7.4. If a student has failed a module(s) and has reached the maximum allowable attendance period in the respective country of study, but not exceeded the maximum allowable assessment attempts in the regulations, the Host Institution will (where possible) assist in facilitating re-assessment of the student.

8. Responsibility of the Students

- 8.1. Travel arrangements and costs will be the students' responsibility. The student will also be responsible for the costs of accommodation, board, health insurance and other personal expenses. The Parties acknowledge that they will require the students to pay these costs.
- 8.2. Students participating in the agreement will be governed by the same regulations and performance standards that pertain to other students at the Host Institution. If the participating student voluntarily withdraws or is dismissed for disciplinary reasons before the end of the programme, it will be considered as a completed programme at the Host Institution concerned. In addition, the Host Institution reserves the right to require the withdrawal of any student whose academic standing or conduct warrants such action. The Host Institution will consult with the Home Institution before finalising such action. The Parties agree that there will be no replacement for students who do not complete the programme.
- 8.3. Both Parties agree that every person connected with the Study Abroad programme in relation to the mutual undertakings with each other shall abide by, conform to, and comply with all the laws of the United Kingdom or other relevant jurisdictions as well as the statutes, regulations, and disciplinary rules promulgated by each institution. Each institution shall provide participants, upon request, with a copy of its statutes, regulations, and disciplinary rules promulgated above.

9. BCU's Duties

- 9.1. During the continuance of this Agreement BCU shall act in good faith and shall:
 - 9.1.1. Provide the Partner Institution with a primary contact by email and phone who will be the lead on this student mobility agreement.
 - 9.1.2. Provide the Partner Institution with information about the courses available at the University.
 - 9.1.3. Provide current, complete and sufficient Materials which are necessary for the performance by the Partner Institution of their obligations under this Agreement.
 - 9.1.4. Where possible, make all such information available on its website and provide to the Partner Institution details of the relevant web pages;

- 9.1.5. To facilitate the operation of this Agreement, the University will provide the Partner Institution with relevant information including the programme and module specifications of the available courses. BCU will also provide the Partner Institution with a briefing on the UK Higher Education and credit system and on BCU's award structure and academic regulations.
- 9.1.6. Provide any deadlines for admissions or other purposes.
- 9.1.7. Provide the Partner Institution with academic transcripts and report on student progress.
- 9.2. BCU will evaluate each application made by a prospective student and evaluate and determine whether that student is eligible for admission to BCU and will, if appropriate, make an offer in writing to that student.
- 9.3. Admission to study at BCU will be subject to the student meeting the admission requirements of BCU, as set out in Schedule 1. Prospective students shall meet BCU's English language requirements.

10. AUTH's Duties

- 10.1. During the continuance of this Agreement AUTH shall act in good faith and shall:
 - 10.1.1. Provide BCU with a primary contact by email and phone who will be the lead on this student mobility agreement.
 - 10.1.2. Provide BCU with information about the courses available at the University.
 - 10.1.3. Provide current, complete and sufficient Materials which are necessary for the performance by BCU of their obligations under this Agreement.
 - 10.1.4. Where possible, make all such information available on its website and provide to BCU details of the relevant web pages.
 - 10.1.5. To facilitate the operation of this Agreement, AUTH will provide BCU with relevant information including the programme and module specifications of the available courses. The University will also provide BCU with a briefing on the local Higher Education and credit system and on AUTH's award structure and academic regulations.
 - 10.1.6. Provide any deadlines for admissions or other purposes.
 - 10.1.7. Provide BCU with academic transcripts and report on student progress.
 - 10.1.8. Provide BCU with any assistance and information needed relating to any funding requirements and comply with any such funding requirements when it is notified of these by BCU.
- 10.2. AUTH will evaluate each application made by a prospective student and evaluate and determine whether that student is eligible for admission to the Partner Institution and will, if appropriate, make an offer in writing to that student.
- 10.3. Admission to study at the Partner Institution will be subject to the student meeting the admission requirements of the Partner Institution, as set out in Schedule 1.

Prospective students shall meet the applicable language requirements of the Partner Institution.

11. Quality Assurance

11.1. Each Party at all times shall control all aspects of their academic standards.

11.2. In respect of:

11.2.1. BCU's programme delivery (as Host Institution); and

11.2.2. BCU's responsibility for its students' overall programme of study (as Home Institution),

the Parties agree that BCU will need to comply with the QAA's UK Quality Code for Higher Education, the QAA's Code of Practice for the Assurance of Academic Quality and Standards in Higher Education and/or any other guidance issued by the QAA, Office for Students or other relevant authority from time to time, and the terms of this Agreement will, if necessary, be amended to meet the precepts of such guidance.

12. Termination

12.1. Without affecting any other right or remedy available to it, either Party may terminate this Agreement by giving written notice to the other Party if:

12.1.1. the other Party commits a material breach of any term of this Agreement which breach is not capable of remedy or if it is capable of remedy that is not remedied within a period of fourteen (14) days after being notified to do so;

12.1.2. there is a material adverse change in the amount or nature of funding for either Party which impacts on the financial viability of the Study Abroad scheme; or

12.1.3. the other Party enters into a proposal, arrangement, composition for the benefit of either Party's creditors, or a petition, order, resolution or analogous proceedings taken for appointing an administrator or deemed insolvency for either Party.

12.2. This Agreement may otherwise be terminated by mutual agreement, or by either Party, subject to six (6) months' written notice.

12.3. In the event that the Agreement is terminated, both Parties agree to use their best endeavours to support existing Study Abroad students and to continue to operate the agreement in respect of any students who are studying at respective University at the time of the decision.

13. Data Protection

13.1. The Parties agree that the provisions of Schedule 3 shall apply in respect of their obligations under this Agreement.

14. Confidentiality

14.1. Each of the Parties undertakes to the other to keep all Confidential Information of the other Party confidential, except if consent has been given or to the extent that:

- 14.1.1. disclosure or use is necessary by the relevant Party for the exercise of rights or the proper and effective performance of obligations under this Agreement (including disclosure by either Party to its insurers and professional advisers or funding providers);
 - 14.1.2. disclosure is required under the FOIA provided that, where practicable, reasonable advance notice of the intended disclosure has been given to the disclosing party and provided that the disclosure is restricted to only the information that is necessary solely for the purposes of such compliance; and
 - 14.1.3. it is advised that disclosure is required by law to any government, governmental departments, agency, regulatory or fiscal body or authority.
- 14.2. Both Parties shall use all reasonable endeavours to ensure that its employees, students, agents and sub-contractors (who are made aware of, or who may have access to the Confidential Information in relation to this Agreement) are reliable, trained and comply with this condition 14 (Confidentiality).

15. Anti Corruption

- 15.1. The Parties agree to comply with their obligations under the Bribery Act 2010. Each Party agrees that it has and will maintain policies and procedures to ensure compliance with applicable anti-bribery and anti-corruption laws, and will enforce those policies and procedures where necessary.

16. Modern Slavery

- 16.1. The Partner Institution undertakes, warrants and represents that it shall comply with the Modern Slavery Act 2015 and that neither the Partner Institution nor any of its officers, employees, agents or sub-contractors has:
- 16.1.1. committed an offence under the Modern Slavery Act 2015 (a "**MSA Offence**"); or
 - 16.1.2. been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - 16.1.3. is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015.
- 16.2. The Partner Institution shall notify the University immediately in writing if the Partner Institution become aware or have reason to believe that its, or any of its officers, employees, agents or sub-contractors have breached or potentially breached any of its obligations under Clause 16.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of its obligations.
- 16.3. Any breach of Clause 16.1 or 16.2 by the Partner Institution shall be deemed a material breach of this Agreement and shall entitle the University to terminate this Agreement.
- 16.4. Where the Partner Institution delegates or sub-contracts any of its duties or obligations under this Agreement it shall at all times remain liable to the University for the performance of all of its duties and obligations under this Agreement. The contract

that the Partner Institution has with a sub-contractor must contain substantially the same provisions as those provisions in this Agreement, including an obligation to comply with the Modern Slavery Act 2015; and prohibit the sub-contractor from sub-contracting the services it has agreed with the Partner Institution to provide.

16.5. The Partner Institution shall during the term of this Agreement and for the period of six (6) years thereafter maintain such records relating to the programmes provided under this Agreement as may be necessary to enable the University to determine the Partner Institution's compliance with the Modern Slavery Act 2015.

16.6. The Partner Institution shall prepare and deliver to the University no later than 1st August each year, an annual slavery and human trafficking report setting out the steps the Partner Institution has taken to ensure slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

17. Intellectual Property

17.1. Except as provided by this Agreement, the Partner Institution shall not make use of any Intellectual Property of BCU without the express written consent of BCU and vice versa.

17.2. The Partner Institution acknowledges and agrees that BCU is the proprietor of all Intellectual Property used on or in relation to BCU's business and the goodwill relating thereto.

17.3. BCU grants the Partner Institution a non-exclusive licence to use the Materials (including the BCU logos and trade marks for marketing) during the term of this Agreement as reasonably required by the Partner Institution to perform the services under this Agreement. The Partner Institution acknowledges that the benefit and use of BCU's Intellectual Property Rights (including logos, trademarks and goodwill accruing through use of BCU's Intellectual Property Rights) shall inure to BCU absolutely. The Partner Institution will use best endeavours not to use BCU's Intellectual Property Rights at any time in a manner likely to prejudice BCU's Intellectual Property Rights.

17.4. Where the Host Institution considers that a student will or may contribute to or be involved in the development of any new Intellectual Property Rights as a result of their participation in the Study Abroad programme ("**Arising IP**"), the Host Institution will notify the Home Institution of this without undue delay and will provide sufficient details for the Home Institution to understand what has been developed and the student's contribution to or involvement in such Arising IP.

17.5. The Parties will then liaise with each other and the student to determine what rights the student has in or to such Arising IP taking into consideration the obligation to comply with and not deviate from the terms of the Home Institution's Intellectual Property policy (to the extent the latter forms part of its contract with the student and includes provisions relating to student creation and ownership of Intellectual Property Rights they are involved in or contribute to). This Intellectual Property policy is available from the Home Institution upon request.

18. Prevent Duty

18.1. BCU has a statutory duty under section 26(1) of the Counter-Terrorism and Security Act 2015, when exercising its functions, to have due regard to the need to prevent

people from being drawn into terrorism. The Partner Institution shall assist BCU with this duty when carrying out its obligations under this Agreement.

19. Freedom of Information

- 19.1. The Partners Institution acknowledges that BCU is subject to the requirements of the Freedom of Information Act 2000. The Partner Institution shall provide all necessary assistance and cooperation as reasonably requested by BCU to enable it to comply with its obligations under this legislation.

20. Liability and Insurance/State Cover

- 20.1. Subject to 20.2 and 20.3, each of the Parties assumes any and all risks of personal injury, property damage or other liabilities attributable to the negligent acts or omissions of that institution and the officers, employees or agents thereof and indemnifies the other party, on a continuing basis, in relation to such liabilities.
- 20.2. The Parties shall not be liable for any loss of profit, loss of business, loss of goodwill, loss of savings, loss of or corruption of data, claims by third parties, loss of anticipated savings, indirect loss or any other form of consequential loss whatsoever and howsoever caused arising from any discussion, actions taken in reliance on this Agreement. This clause shall survive termination or expiration of this Agreement.
- 20.3. Save where limitation is prohibited by law, a party's total liability for any claims, losses, damages or expenses whatsoever and howsoever caused shall be limited for each event or series of linked events as follows:
- 20.3.1. in relation to liability arising out of a breach or negligence in connection with this agreement to a maximum sum of £5 million; and
- 20.3.2. in relation to any other liability to £5 million.
- 20.4. Each of the Parties warrants and represents that it has adequate insurance covers or it is provided with state/national liability cover applicable to the officers, employees and agents of that institution while acting within the scope of their employment. Each of the Parties shall, at the request of the other party, provide relevant certificates of insurance or state/national liability cover or other evidence of insurance upon demand.
- 20.5. The Host Institution shall ensure it has adequate insurance coverage or state/national cover liability for all Study Abroad students placed with them in accordance with the jurisdiction under which each of the Parties operates.
- 20.6. Nothing in this Agreement purports to limit or exclude any liability for fraud.

21. Health and Safety

- 21.1. Both of the Parties will immediately upon the occurrence of any of the following notify the other of:
- 21.1.1. any incident which may need to be notified by the other party to its insurers to enable the other party to bring a claim under any of its insurance / state or national liability policies; and

- 21.1.2. any injury to any person or any loss of or damage to property which occurred during the provision of any part of a course, where there is any possibility that the other party may be liable, wholly or partly, for such injury, loss or damage.

22. Publicity and Promotional Material

- 22.1. All Materials to be used in connection with the performance of this Agreement shall be submitted to the International Office of each Party for formal written approval. For the avoidance of doubt in the absence of formal written approval the Materials shall be deemed to be unapproved.

23. Notices

- 23.1. Notices should be delivered by hand, first-class prepaid post or facsimile.
- 23.2. Notices shall be deemed to have been received:
 - 23.2.1. If delivered by hand, on the day of delivery if it is the recipient's business day and otherwise on the first business day of the recipient immediately following the day of delivery;
 - 23.2.2. If sent by first class prepaid post, on the third business day after the day of posting;
 - 23.2.3. If sent by airmail, on the seventh business day after the day of posting;
 - 23.2.4. If sent by facsimile, if transmitted between 09.00 and 17:00 hours on a business day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument or if transmitted at any other time, at 09.00 on the first business day (recipient's time) following the completion of receipt by the sender of verification of the transmission from the receiving instrument.
- 23.3. The addresses (including electronic addresses) of each Party to the Agreement to which all Notices shall be sent are those specified in Schedule 2 of the Agreement, or such other address as either Party may by written Notice specify to the other for the purpose of this Clause 23.

24. Dispute Resolution

- 24.1. Day-to-day operation of the Agreement will be conducted between staff of BCU and their counterparts at the Partner Institution. It is in these interactions that disputes may initially become apparent. In the first instance the staff concerned shall endeavour to resolve any dispute.
- 24.2. If a dispute arises out of or in connection with the Agreement that cannot be resolved under Clause 24.1:
 - 24.2.1. The disputing Party will provide written notice to the other Party, setting out the matters giving rise to the difference or dispute and the relief sought ("**Notice**");

- 24.2.2. Within thirty (30) days of receiving such Notice, the recipient shall provide a written reply to the disputing Party, setting out the recipient's response to the matters set out in the Notice and any additional matters the recipient considers relevant ("**Reply**");
- 24.2.3. The Parties shall, in good faith and using all commercially reasonable efforts, seek to resolve the dispute within sixty (60) days after the date on which the disputing Party received the Reply, including by involving senior management of both Parties.
- 24.3. Any dispute or difference arising out of or in connection with this agreement, including any question regarding its existence, validity or termination or the legal relationships established by this agreement, shall be finally resolved by arbitration under the UNCITRAL Arbitration Rules in force at the date of this agreement. It is agreed that the tribunal shall consist of at least one arbitrator who is to be a practising barrister in international commercial law.

25. Applicable Law and Jurisdiction

- 25.1. This Agreement and any dispute or claim arising out of or in connection with it, its subject matter or formulation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law and each party agrees to submit to the non-exclusive jurisdiction of the courts of England.

26. Force Majeure

- 26.1. If the Parties are unable to perform any or all of their respective obligations under the terms of this Agreement because of any of the events set out below, then that party will be relieved of its obligations to continue to perform under this Agreement for as long as their fulfilment is prevented or delayed as a consequence of any such event. The events referred to in this paragraph are: Fire, explosion, flood, reduction or unavailability of power, riot, war, national emergency, act of God, malicious damage, theft, non-availability of material, destruction or damage of essential equipment, epidemic, pandemic, or any other act, omission, or state of affairs of a similar nature beyond the control of either Party.

27. Miscellaneous

- 27.1. This Agreement and the documents referred to herein constitute the whole agreement between the Parties with respect to the subject matter hereof and shall be deemed to have effect from the Commencement Date in substitution for all previous agreements and arrangements between the Parties hereto with respect to the subject matter hereof (whether or not reduced to writing) all of which shall be deemed to have been terminated by mutual consent. Each Party acknowledges that it is not relying on any warranty, representation or undertaking by the other Party or any of its officers, servants or agents, other than as contained herein.
- 27.2. The invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement which shall continue in full force and effect in accordance with its terms.
- 27.3. Nothing in this Agreement shall create a partnership or joint venture between the Parties and save as expressly provided in this agreement neither Party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind or oblige the other Party.

- 27.4. If there is any change in the legal status or ownership of either party (including any change in the accreditation or recognition by a professional or government body), then they will notify the other party immediately in writing.
- 27.5. This Agreement may be amended only by a written agreement signed by a duly authorised representative of each Party.
- 27.6. A person who is not a Party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement.
- 27.7. Neither Party shall without the prior consent in writing of the other, assign or sublet the whole or any part of the services duties or obligations which they are to undertake pursuant to this Agreement.
- 27.8. The express or implied waiver by any Party of any right under this Agreement or of any breach or default by the other shall not constitute a waiver of any other right under this Agreement or of the same breach or default on another occasion.

28. Counterparts

- 28.1. This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be original, but all counterparts together shall constitute one and the same instrument.

IN WITNESS whereof this Agreement has been executed the day and year first above-written

SCHEDULE 1 - Entry Requirements:

Part 1 BCU Entry Requirements

1. For entry to study abroad programmes at Birmingham City University applicants require:

- To have successfully completed one year of study at the Partner Institution and still be enrolled at the Partner Institution at the time of application
- Studied on a relevant subject that is similar to the one being applied to at Birmingham City University (this will be assessed by the University's relevant academic staff)
- Achieved the minimum English language requirement (as below)
- To be capable to meeting the financial responsibilities of the Study Abroad programme
- To have obtained consent from the relevant faculty or school at the Home Institution allowing credit to be granted towards the applicable award at the Home Institution upon successful completion of the subjects at the Host Institution.

ENGLISH LANGUAGE REQUIREMENTS:

The following IELTS scores depending on the duration of the Study Abroad programme:

1. Students coming to study at BCU for one semester require an IELTS score of 5.5 overall **OR** equivalent;
2. Students coming to study at BCU for one academic year require an IELTS score of 6.0 with no less than 5.5 in any one language skill **OR** equivalent

Some courses may have higher English language requirements, as amended from time to time.

The parties acknowledge that the entrance and eligibility criteria specified in Schedule 1 may, on mutual agreement between the parties, be amended from time to time. To be valid any such amendments must be recorded in writing and signed by duly authorised representatives of both Parties.

Part 2 Aristotle University of Thessaloniki Entry Requirements

2. For entry to study abroad programmes at Aristotle University of Thessaloniki applicants require:

- To have successfully completed one year of study at the Partner Institution and still be enrolled at the Partner Institution at the time of application
- Studied on a relevant subject that is similar to the one being applied to at Aristotle University of Thessaloniki (this will be assessed by the University's relevant academic staff)
- Good command of English Language required. At least B2 International level.
- To be capable to meeting the financial responsibilities of the Study Abroad programme
- To have obtained consent from the relevant faculty or school at the Home Institution allowing credit to be granted towards the applicable award at the Home Institution upon successful completion of the subjects at the Host Institution.

SCHEDULE 2 - Notices:

BIRMINGHAM CITY UNIVERSITY

Name: Parmila Murria

Title: Director of International Office

Tel: +44 (0) 121 202 5389

Address: International Office, University House, 15 Bartholomew Row, Birmingham, B5 5JU,
UK

E-Mail: parmila.murria@bcu.ac.uk

ARISTOTLE UNIVERSITY OF THESSALONIKI

Name: Dimitra Mentekidou

Title: Head of the International Relations Department

Tel: +30 2310 99 6742

Address: International Relations Department, office 10, Administration Building, Aristotle
University of Thessaloniki, 54124, Thessaloniki, Greece

E-Mail: internat-rel@auth.gr

SCHEDULE 3 – Data sharing provisions

In this Schedule the following definitions shall apply:

1 Definitions

In this Schedule, unless otherwise provided:

“Agreed Purposes” means developing a series of Study Abroad student mobility, and academic and research programmes designed to enrich the intellectual environment of both institutions and to facilitate the exchange of ideas among faculty and students.

“Controller”, “Data Controller”, “Processor”, “Data Processor”, “Data Subject”, “Personal Data”, “Processing” and “Appropriate technical and organisational measures” means as set out in the Data Protection Legislation in force at the time.

“Data Protection Legislation” means:

- (a) the Data Protection Act 2018; and
- (b) any successor legislation to the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679) (“**GDPR**”)

“Permitted Recipients” means the Parties to this Agreement, the employees of each Party, any third Parties engaged to perform obligations in connection with this Schedule.

“Restricted Country” means a country, territory or jurisdiction outside of the United Kingdom which the Information Commissioners Office has not deemed to provide adequate protection in accordance with Article 25(6) of the DP Directive and/ or Article 45(1) of the GDPR (as applicable);

“Shared Personal Data” means the Personal Data (including names, addresses, email addresses, telephone numbers, academic qualifications, financial and medical information (to the extent relevant to their enquiry) and date of birth to be shared between the Parties under Clause 2.1 of this Schedule and in furtherance of the agreement between the Parties. Shared Personal Data shall be confined to the above categories of information relevant to the following categories of Data Subject:

- (a) Personal Data of students enrolled with the University;
 - (b) Personal Data of those enquiring about becoming a student of the University;
 - (c) Personal Data of staff, consultants, agents and sub-contractors of the University; and
 - (d) Personal Data of the Partner Institution its staff, consultants, agents and sub-contractors.
- **“Standard Contractual Clauses”** means the Standard Contractual Clauses approved by the United Kingdom Information Commissioners Office for transfers from Data Controllers in the United Kingdom to Data Controllers outside the United Kingdom as updated and/or amended from time to time and in their current form attached as Schedule 4 (Standard Contractual Clauses) to this Agreement or an addendum approved by the UK Information Commissioner’s office.

2 Data Protection

2.1 Shared Personal Data

This clause sets out the framework for the sharing of Personal Data between the Parties as Data Controllers. Each Party acknowledges that one Party (the "**Data Discloser**") will regularly disclose to the other Party (the "**Data Recipient**") Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

2.2 Effect of non-compliance with Data Protection Legislation

Each Party shall comply with all the obligations imposed on a Data Controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one Party shall, if not remedied within thirty (30) days of written notice from the other Party, give grounds to the other Party to terminate this Schedule with immediate effect.

2.3 Particular obligations relating to Data Sharing

Each Party shall:

- 2.3.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- 2.3.2 give full information to any Data Subject whose Personal Data may be processed under this Schedule of the nature such Processing. This includes giving notice that, on the termination of this Schedule, Personal Data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- 2.3.3 process the Shared Personal Data only for the Agreed Purposes;
- 2.3.4 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- 2.3.5 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Schedule;
- 2.3.6 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other Party, to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.
- 2.3.7 not transfer any Personal Data received from the Data Discloser outside the United Kingdom unless the transferor:
 - (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint Controller); and

- (ii) ensures that (i) the transfer is to a country approved by the United Kingdom Information Commissioners Office as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

2.4 Mutual assistance

Each Party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each Party shall:

- 2.4.1 consult with the other Party about any notices given to Data Subjects in relation to the Shared Personal Data;
- 2.4.2 promptly inform the other Party about the receipt of any Data Subject access request;
- 2.4.3 provide the other Party with reasonable assistance in complying with any Data Subject access request;
- 2.4.4 not disclose or release any Shared Personal Data in response to a Data Subject access request without first consulting the other Party wherever possible;
- 2.4.5 assist the other Party, at the cost of the other Party, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 2.4.6 notify the other Party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- 2.4.7 at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Schedule unless required by law to store the Personal Data;
- 2.4.8 use compatible technology for the Processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from Personal Data transfers;
- 2.4.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 2.4.9 and allow for audits by the other Party or the other Party's designated auditor to ensure compliance with the terms of this Schedule; and
- 2.4.10 provide the other Party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the Parties' compliance with the Data Protection Legislation.

2.5 Data Protection Indemnity

Each Party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

2.6 **Conflict**

If there is any conflict or inconsistency between the terms of this Schedule and the agreement entered into between the Parties to which this Schedule relates the terms of this Schedule shall apply to the extent required by law.

Signed for and on behalf of **BIRMINGHAM CITY UNIVERSITY** by

DocuSigned by:

Professor Peter Francis

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Professor Peter Francis

Deputy Vice Chancellor (Academic)

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Dated

Signed for and on behalf of **ARISTOTLE UNIVERSITY OF THESSALONIKI** by

Nikolaos G. Papaioannou



Professor Nikolaos G. Papaioannou

Rector

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25.1.2023

Dated