



STUDENT EXCHANGE AGREEMENT BETWEEN ROYAL HOLLOWAY AND BEDFORD NEW COLLEGE, UNIVERSITY OF LONDON AND ARISTOTLE UNIVERSITY OF THESSALONIKI

In recognition of the mutual benefits of cultural and scholarly interaction between the two institutions, Royal Holloway and Bedford New College, University of London (hereafter referred to as "Royal Holloway") and Aristotle University of Thessaloniki (hereafter referred to as "AUTh") hereby enter into this Student Exchange Agreement (this "Agreement").

Article 1: General Agreement

- i. This Agreement sets forth the general agreement of the institutions with respect to the exchange of students (the "Exchange Programme").
- ii. This Agreement covers the arrangements for the exchange of students at both institutions during the academic sessions which run from 1st August 2023 to 31st July 2028.
- iii. This Agreement applies to students enrolled at RHUL in the Department(s) of Classics or enrolled at Aristotle University of Thessaloniki in the Schools of Philology, School of History and Archaeology and School of Philosophy and Education.
- iv. At the end of the term of this Agreement, the parties agree to review the operation of the Exchange Programme and determine whether they wish to extend or modify this Agreement, which may be extended by mutual agreement.

Article 2: Student Numbers and Application Dates

- i. The number of students to be nominated by each institution for participation in the Exchange Programme will be agreed by both institutions as detailed in the paragraphs below, which further outline the conditions upon which the exchange students enrol at the host institution
- ii. Each institution undertakes to accept 1 full-time equivalent (FTE) undergraduate or postgraduate students from the other institution per academic year (or, by negotiation, the full-time equivalent number if students attend for a shorter period of time).
- iii. Nominations from AUTh students to be considered by Royal Holloway for the Exchange Programme should reach Royal Holloway by 15 April of each year with respect to admission in September, and by 15 October of each year with respect to admission in January.

- iv. Applications from Aristotle University of Thessaloniki students to be considered by Royal Holloway for the Exchange Programme should reach Royal Holloway by 24 May of each year with respect to admission in September, and by 24 October of each year with respect to admission in January.
- v. Royal Holloway students intending to register for study at AUTh must deliver their application materials to internat-rel@auth.gr no later than May 31st for fall semester and November 1st for spring semester.
- vi. Unless otherwise agreed to in writing, the student exchanges shall conform to the academic calendar year of each party institution. Each institution party shall notify the other as to the acceptability of the proposed exchange student within 5 weeks of receipt of the complete applications with all supporting documentation.

Article 3: Reconciliation

- i. In the event that during any particular academic year, the ratio of participating students differs from the numbers specified above, every effort will be made to restore parity over the course of the following two academic years.
- ii. Both institutions undertake to maintain an overall balance in numbers and will attempt to reconcile these every two years by adjusting the number of students participating in the Exchange Programme.
- iii. It is agreed that after the termination of this agreement, any imbalances that remain at either institution will lapse, and will no longer be available after two academic years from the date of termination.

Article 4: Period of Enrolment

- i. Undergraduate students from Royal Holloway participating on the Exchange Programme will normally attend AUTh for the whole academic year or for a single semester. Students from AUTh will normally attend Royal Holloway either for the whole academic year, or for the period September through to December, or for the period January through June.
- ii. Study periods for postgraduate exchange students may differ from those set out above and can be mutually agreed to take account of specific academic requirements.

Article 5: Basic Determination of Eligibility

- i. The Exchange Programme is open to undergraduate and postgraduate applicants.
- ii. Applicants nominated for the Exchange Programme by either institution must satisfy all standard admissions' requirements at the host institution for specific programmes of study.
- iii. Students must have completed at least one semester (or one term in the case of Royal Holloway) of study at the time of application, and two semesters (or one academic year in the case of students from Royal Holloway) upon admission to the host institution.

- iv. Royal Holloway students are required to achieve an average course mark of 60% or above in their end of year examinations, with no mark for any individual course falling below 40%, in order to be eligible for admission.
- v. AUTh students applying to RHUL will normally be required to have an overall GPA of 3.0 or equivalent.
- vi. AUTh students applying to RHUL will be required to have achieved the following standard of English language:
 - IELTS level 6.5 (with no subscore below 5.5)
 - Pearson 61 (with 54 in writing and no subscore below 51)
- vii. RHUL students applying to AUTh will be required to have achieved: B2 International level of English or Greek Language (e.g. IELTS 5.5 6.0 or TOEIC (R&L) Total 785 940 or Cambridge English Scale 160 179 or TOEFL iBT 72 94 or Global Scale of English (Pearson) 59 75 or other certificate of B2 International level). No certificate is required if English or Greek is their mother tongue.

Article 6: Admission Materials

i. Following a determination by the sending institution that a student is eligible for consideration by the host institution, the sending institution shall, not later than the dates specified in Article 2 above, submit the following materials for each applicant to the host institution for evaluation:

For AUTh students applying to Royal Holloway, application is made via an online form as part of which students will be asked to upload the following material:

- An authorised transcript of the student's university studies
- An English translation of their transcript (if necessary)
- A personal statement (up to 1000 words)
- A letter of recommendation from an academic reference
- A list of modules the student will be taking
- Evidence of required language level (see 6.ii and 6.iii below)

Application to AUTh will be made email: (internat-rel@auth.gr) as part of which students will be asked to send the following material:

- Official copies of academic transcripts, grade reports, or mark sheets
- Student's statement of purpose for participating in the exchange programme
- Letters of reference from the relevant School at Royal Holloway
- A list of modules the student will be taking
- Evidence of required language level

Where students have not completed a full academic year at the time of application, they will supply a transcript of their school results and of their academic achievement to date at RHUL.

ii. For visa purposes, students applying to study at RHUL for a whole academic year may be required to submit evidence of their level of English via a SELT (Secure English Language Test). More information on language requirements can be found here: https://www.royalholloway.ac.uk/studying-here/international-students/english-language-requirements/

- iii. For students applying to study at RHUL for less than 6 months, AUTh's assessment of the student's language level is acceptable.
- iv. In addition to the above materials, the host institution may request information from the sending institution or the student which it deems relevant to its consideration of the student for the Exchange Programme.

Article 7: Admission and Administration

- i. Following receipt of all relevant application materials, the application will be evaluated by the host institution to determine whether the individual applicant(s) will be accepted into the Exchange Programme. The host institution will notify the sending institution of the outcome of the application process in relation to each individual student and specify whether there are any special conditions attached to the individual student's admission.
- ii. The host institution will provide students admitted onto the Exchange Programme with formal letters of admission and such other routine documentation as may be necessary to satisfy visa and other similar requirements. All exchange students will be individually responsible for complying with all of their respective immigration, customs and any other legal requirements of the host institution's country.
- iii. The AUTh agrees to supply such reasonable information and assistance as may be necessary to enable RHUL to comply with any obligations imposed on it by UK visa and immigration for monitoring its outgoing students studying on a RHUL-sponsored visa.
- iv. Students who have been accepted onto the Exchange Programme may seek admission to courses for Visiting or Non-Award Students as advertised by the respective institutions. These courses form part of standard degree programmes and are listed on the respective institutional websites.
- v. Each host institution will make exchange students aware that the final decision as to whether they are enrolled on a specific course remains the prerogative of the host department where the course is taught, and enrolment is not automatic. The decision of the host institution is final and is not subject to any right of appeal.
- vi. As permitted by applicable laws, policies and agreements, Exchange Students will have equal access to all of the privileges, facilities, accommodations, amenities and activities available to all students of the Host Institution on the same basis and at the same additional cost, if any.
- vii. Each sending institution will provide a pre-departure orientation to their own students joining the Exchange Programme which will include a summary of the relevant provisions of this Agreement.
- viii. Each host institution will provide a post-arrival orientation for students participating in the Exchange Programme to provide guidance on the programmes, policies and regulation of the host institution and the laws and customs of the host country.
- ix. After completion of the period of study, the host institution will forward to the sending institution an academic transcript for each exchange student. At any time upon written request of the sending institution but subject to applicable law, the host institution will forward to the sending institution any academic and other records or information relating to an exchange student. Nothing contained herein shall be

- construed as requiring the host institution to keep academic records for exchange students which differ from those customarily maintained by the host institution for its own students, unless otherwise agreed.
- x. Each institution shall process all data and information supplied and received relating to incoming and outgoing students with due regard to confidentiality, data security and in accordance with relevant legislation concerning data protection, equal opportunities and human rights in force in their respective countries.
- xi. The obligations of each institution are set out in schedule 1 (Data Protection) of this agreement.

Article 8: Status and Conduct of Exchange Students

- i. All exchange students at Royal Holloway will have "Visiting Student" status and will be considered to be non-degree seeking students.
- ii. Exchange students will be enrolled on specified courses in named departments whilst studying at Royal Holloway.
- iii. All exchange students at AUTh will have "visiting student" status and will be considered to be non-degree seeking students. Exchange students will enroll in courses offered for Erasmus and other international students.
- iv. Each student participating in the Exchange Programme shall abide by all policies and regulations of the host institution.
- v. Either institution shall have the right to terminate the participation of any student in the Exchange Programme, and in any other programme, service or benefit of the host institution, at any time if the student's academic work or behaviour is not suitable in the judgment of the host institution. Whenever practicable, termination of a student's participation in the Exchange Programme will not be effected without prior consultation by the host institution with the sending institution.

Article 9: Costs

- i. Each student participating in the exchange programme will pay tuition fees (if applicable) and/or any other relevant fees, to the individual student's sending institution.
- ii. Exchange students will be responsible for paying their own housing costs. In addition, exchange students will be responsible for all personal and living expenses, including international travel, textbooks, visa and other incidental costs whilst studying at the host institution at the same rate as charged to degree seeking students at that institution.
- iii. Exchange students will be responsible for the payment of any fines or other liabilities which they may incur towards the host institution during their period of registration with that institution (e.g., library, parking or similar fines).
- iv. Individual students are responsible for obtaining appropriate travel, personal and medical insurance, to include medical evacuation and repatriation.
- v. Host institutions will not require payment from exchange students for making an application, nor will the host institution charge the exchange student tuition fees. No

monies or monetary consideration will be exchanged between the institutions in relation to the Exchange Programme, nor will there be any indemnities, reimbursements for expenses or sharing of fees or profits arising from student participation in the Exchange Programme.

Article 10: Non-discrimination

- Each institution agrees that, in connection with the evaluation and admission of students to the Exchange Programme and the administration of such programmes, such institution shall not discriminate against any person on the basis of race, colour, religion, sex, sexual orientation, marital or parental status, national origin, age or disability.
- ii. Students will be asked on application whether they have any special requirements. The host institution undertakes to take reasonable measures to accommodate the academic, social, welfare, and material requirements of incoming students and to make reasonable adjustments where appropriate in relation to students with disabilities.

Article 11: Relationship of the Parties

Each party is an independent contractor and is independent of the other party. Under no circumstances shall any employees of one party be deemed the employees of the other party for any purpose. This Agreement does not create a partnership, joint venture or agency relationship between the parties of any kind or nature. This Agreement does not create any fiduciary or other obligation between the parties, except for those obligations expressly and specifically set forth herein. Neither party shall have any right, power, or authority under this Agreement to act as a legal representative of the other party, and neither party shall have any power to obligate or bind the other or to make any representations, expressed or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever. Each party acknowledges that the relationship of the parties hereunder is non-exclusive.

Article 12: Laws of England and Greece

- Both parties recognize that, as a state institution in England, Royal Holloway is subject to provision of English Law. In the same manner, AUTh is subject to provisions of Greek Law.
- ii. AUTh acknowledges that RHUL is subject to the Freedom of Information Act 2000 ("the Act") and will cooperate with RHUL at its own cost to support RHUL in meeting its obligations under the Act.

Article 13: Duration and Amendment

- i. This Agreement will be effective as of 1st August 2023 and will continue in existence for a period of five years until 31st July 2028 (the "<u>Term</u>"), at which time it will be reviewed for possible renewal for further five-year periods.
- ii. In the event of either party wishing to terminate the Agreement before expiration of the Term, the party will give one year's notice in writing.
- iii. This Agreement may be amended at any time by negotiation followed by a written amendment which is signed by both institutions.

- iv. Neither party shall be liable to the other for any failure to fulfil its obligations under this Agreement where such performance is rendered impossible by circumstances beyond its control or force majeure.
- v. For the purpose of settling any doubts or disputes that may arise concerning the performance or construction of this Agreement, the parties shall exert their reasonable efforts to arrive at a solution by consent. If any dispute cannot be resolved informally within sixty (60) days, AUTh and Royal Holloway will submit the dispute to arbitration to be conducted under the rules of arbitration of the International Chamber of Commerce by an arbitrator who shall be appointed in accordance with those rules and in the English language. Each institution shall bear their respective costs of arbitration. Notwithstanding anything to the contrary expressed or implied in this agreement, each party to this agreement shall comply with its own applicable national or provincial laws and institutional policies and procedures.
- vi. Whilst the purpose of this Agreement and any related Addenda is to outline an academic and management framework between the two institutions, designed to promote internationalisation at both institutions, the institutions acknowledge that they do not intend to be legally bound to each other, and this Agreement does not impose legal obligations on either party.

Article 14: Liaison

- i. The liaison for this Agreement at Royal Holloway will be the Partnerships Manager in the Academic Quality and Policy Office. The liaison at AUTh will be the Head of the International Relations Department.
- ii. Any notice hereunder shall be in writing and shall be delivered to:
 - Royal Holloway at Egham, Surrey TW20 0EX, England, Attention: Partnerships, Academic Quality and Policy Office or emailed to partnerships@rhul.ac.uk
 - Aristotle University of Thessaloniki, International Relations Department, Administration Building, University Campus, GR 54 124 Thessaloniki or emailed to internat-rel@auth.gr
- iii. This Agreement represents the entire agreement and understanding of the institutions and supersedes any prior oral or written representations or understandings regarding the subject matter of this Agreement. If one or more of the provisions set forth in this Agreement is held to be invalid or unenforceable in any respect, then that invalidity or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid or unenforceable provision had not been included in the Agreement.
- iv. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument. A signed emailed copy of this Agreement will be accepted in lieu of the original.

IN WITNESS WHEREOF, both institutions have executed this agreement as of the date first above written. For Royal Holloway and Bedford New For Aristotle University of Thessaloniki College

Professor Nikolaos G. Papaioannou Professor Giuliana Pieri Vice Principal (International) Rector

Date: ____

SCHEDULE 1

DATA PROTECTION

1. **DEFINITIONS**

In this Schedule 1 the following definitions shall apply:

"Applicable Laws"

means as applicable or relevant from time to time:

- (a) the laws of England and Wales;
- (b) the Data Protection Laws;
- (c) any other laws or decisions of a competent authority body or court; and
- (d) any policies, guidelines or industry codes made by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business (in each case whether or not legally binding but which are mandatory),

to which either party is subject;

"Controller" "Processor"
"Data Subject" and "Data
Protection Officer"

shall have the meaning given to those terms in the applicable Data Protection Laws;

"Data Protection Laws"

means all legislation and regulatory requirements in force from time to time in the UK relating to the processing of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018, (ii) the UK GDPR, (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), and (iv) and any successor UK legislation, as well as the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;

"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 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;

"ICO"

means the UK Information Commissioner's Office, or any successor or replacement body from time to time;

"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), judgment, 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;

"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 may be more particularly described in Appendix 1 (Data Processing Particulars));

"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(d);

"Processing"

has the meaning set out in the Data Protection Laws (and "Process" and "Processed" shall be construed accordingly);

"Regulator"

means any independent public authority including any regulator or supervisory authority established by an EU Member State or any other jurisdiction responsible for the monitoring and application of the Data Protection Laws, in order to protect the fundamental rights and freedoms of natural persons in relation to the Processing of Personal Data, including in the UK, the ICO;

"Regulator Correspondence" means any correspondence or communication (whether written or verbal) from a Regulator in relation to the Processing of Personal Data;

"Restricted Country"

means a country, territory or jurisdiction outside of the European Economic Area which the EU Commission 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);

"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 GDPR (taking due account of the matters described in Article 32(2) of the 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 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 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, as incorporated into the law of the United Kingdom by the UK European Union (Withdrawal) Act 2018, and as modified by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019:

2. DATA PROTECTION

2.1 Nature of the Processing

- 2.1.1 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:
 - (a) the parties shall each Process the Personal Data;
 - (b) 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:
 - (i) Royal Holloway and Bedford new College ("RHUL") shall be a Controller where it is Processing Personal Data in relation to the hosting of students of the Partner University and/or the sending students to the Partner University; and

- (ii) the Partner University shall be a Controller where it is Processing Personal Data in relation to the hosting of students of RHUL and/or the sending students to RHUL.
- (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(d) where Personal Data has been transmitted by it, or while Personal Data is in its possession or control.
- 2.1.2 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.
- 2.1.3 Each of the parties acknowledges that:
 - (a) the Data Protection Officer for RHUL can be contacted at Elaina.Moss@rhul.ac.uk
 - (b) the Data Protection Officer for AUTh can be contacted at data.protection@auth.gr.

2.2 Data Controller Obligations

- 2.2.1 Each party shall in relation to the Processing of the Personal Data comply with its respective obligations under the Data Protection Laws.
- 2.2.2 Without limiting the generality of the obligation set out in Paragraph 2.2.1, in particular, each party shall:
 - (a) where required to do so make due notification to the Regulator;
 - (b) ensure it is not subject to any prohibition or restriction which would:
 - (i) prevent or restrict it from disclosing or transferring the Personal Data to the other party as required under this Agreement;
 - (ii) prevent or restrict it from granting the other party access to the Personal Data as required under this Agreement; or
 - (iii) 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 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; and where requested provide to RHUL evidence of its compliance with such requirements promptly, and in any event within forty-eight (48) hours of the request;
- (e) notify the other party promptly, and in any event within forty-eight (48) hours of receipt of any Data Subject Request or Regulator 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 Regulator 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(e), 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 Regulator Correspondence;
- (f) 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:
- (g) 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 Regulator and/or other relevant regulatory body and affected Data Subjects;
- (h) take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data;
- (i) not do anything which shall damage the reputation of the other party or that party's relationship with the Data Subjects;
- (j) not transfer any Personal Data it is processing to a Restricted Country:
- (k) 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;

Appendix 1 Data Protection Particulars

The subject matter and duration of the Processing	The parties will share such Personal Data between them as is required to enable each party to fulfil their obligations under the Agreement in particular the parties shall share the Personal Data of students of each party for the purpose of cooperating for the exchange of students and/or staff in the context of an exchange programme in accordance with their respective obligations under the Agreement for the duration of the Agreement.
The nature and purpose of the Processing	The hosting of students of the other party and/or the sending of students of one party to be hosted at the other party in the context of an exchange programme in accordance with the Agreement.
The type of Personal Data being Processed	Student contact details (including email and postal address), date of birth, records, academic records, admissions and enrolment data, visa information and financial data; health data concerning disabilities
The categories of Data Subjects	Students of either party.