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**MEMORANDUM OF AGREEMENT**

**(STUDY ABROAD)**

Between

**The Queen’s University of Belfast**

**University Road**

**Belfast**

**BT7 1NN**

And

**Partner University**

**DRAFT**

This Agreement is entered into on xx November 20xx (the "**Effective Date**") by and between **THE QUEEN’S UNIVERSITY OF BELFAST**, whose address is University Road, Belfast, BT7 1NN **(Queen’s)**, and **Partner University**, whose address is**ADDRESS (Partner)**.

1. **Scope of the Agreement**

This Agreement sets out the terms under which Queen’s and Partner will cooperate to facilitate students from Partner enrolling as non-graduating visiting students at Queen’s, beginning in Semester [Autumn 2019] in academic year [2019/20].

1. **Student Eligibility**

Queen’s will consider the admission of all students registered at and nominated by Partner subject to acceptance of their qualifications and availability of places in their major subjects.

1. **Initial Screening of Students**

Partner will review applications to ensure that students recommended to Queen’s have a minimum grade point average of 3.0 out of 4.0 and sufficient academic preparation for the courses which they wish to pursue. Students must have English language proficiency of IELTS of 6.0 or 6.5 (depending on subject area) with a minimum of 5.5 in all 4 elements of the test, or equivalent qualification acceptable to Queen’s. Students do not need to prove their knowledge of English if they are applying to come to the UK for a study abroad programme as part of a university degree course in the USA, have already completed one year of study at their US university at the time of application to Queen’s and have achieved a cumulative GPA of 3.0.

1. **Submission of Applications**

Each student applicant will complete the Queen’s Study Abroad online application form and submit an official transcript and an academic reference for each candidate. The deadline for receipt of applications and supporting documents is 31 May in the case of full-year and autumn semester candidates and 31 October in the case of spring semester candidates.

1. **Decisions of Admission**

Queen’s shall then make the final selection of candidates. The selection process shall consist of evaluation of the student's previous academic record, drive, motivation and overall potential to succeed in an international academic environment. The receipt of all applications will be acknowledged within two working days and Queen’s will endeavour to respond to these applications within three weeks of their receipt.

1. **Access to Facilities**

Students from Partner will be treated as full members of the student body at Queen’s and will be granted the same access as other undergraduates to Queen’s facilities including the library, computing, sports and social facilities.

1. **Academic and Disciplinary Regulations**
	1. All students attending Queen’s shall be subject to the same academic and disciplinary regulations and policies as pertain to regularly enrolled Queen’s students. Queen’s agrees to make Partner students aware of such policies and procedures.
	2. Students who are accepted must remain in good standing in accordance with the rules for regularly enrolled students. Failure to remain in good standing may result in the withdrawal of the student from Queen’s.
	3. Violation of local laws in Northern Ireland may subject the student to immediate expulsion from Queen’s.
	4. The outcome of any student discipline, complaints and/or appeals process shall normally be reported by Queen’s to Partner.
2. **Student Integration**

Queen’s will make every effort to integrate students from Partner into local student life by placing them in classes and small-group seminars with home students.

1. **Academic Advisors**

Each student attending Queen’s will be assigned a personal academic adviser, and will also have access to the adviser for visiting and exchange students in his/her School of studies where applicable.

1. **Equality and Diversity**

QUEEN’S Equality and Diversity Policy shall apply to all student applicants and potential applicants to QUEEN’S and relates to all decisions in respect of the admission of students and the provision of all services to students including teaching and supervision, assessment, progression and award, and support services at QUEEN’S.

1. **Financial Arrangements**
	1. Neither party may incur, commit or authorise financial expenditure on behalf of the other. Each party will be responsible for its own costs associated with any activities relating to this Agreement.
	2. Each student shall pay the regular tuition and fees of Partner, and Queen’s will invoice Partner for Queen’s Study Abroad tuition fees. The Queen’s published Study Abroad tuition fees will apply. For the [20xx-xx] year, the Study Abroad fee is [£x,xxx] per semester/ [£xx,xxx] per academic year. The Study Abroad tuition fee will be reviewed annually in line with other fees at Queen’s.
	3. Students are responsible for paying accommodation fees direct to Queen’s and are responsible for all their other expenses (including but not limited to holidays, Christmas and Easter vacation periods, visa and passport expenses, excess baggage shipment and storage, medical insurance, repatriation, international and domestic travel, telephone charges, books, etc) whilst they are abroad. Neither institution shall be held liable for such charges.
2. **Housing**

Queen’s has a diverse range of student housing available to international students and will assist all study abroad students to secure University accommodation near campus

1. **Health Insurance**

Students from Partner r attending Queen’s for the full academic year will be required to register with the UK National Health Service, whilst those attending for one semester should purchase adequate medical insurance in their home country before travelling. All students should have appropriate insurance to cover transit to the UK and any travel in countries outside the UK.

1. **Visas**

Partner will ensure that the original academic documentation required by students from Partner to obtain visas for the United Kingdom, will be made available in good time. Where a student has satisfied the entry requirements of Queen’s but fails to obtain a visa, they will be given support and advice from the International Student Support Office to facilitate the application process where appropriate. Participating students will be subject to, and must abide by, the immigration rules of the United Kingdom Visas and Immigration, as appropriate

1. **Credits and Credit Transfer**

Students from Partner attending Queen’s are expected to undertake the same work for each course as is taken by regular Queen’s students, including the prescribed assessment. Course credits and grades will be given in a Queen’s transcript. A normal full load at Queen’s is 120 Units (CATS points) for the academic year, 60 Units for the autumn semester and 60 Units for the spring semester. Transcripts will be withheld if the student is in debt to Queen’s. However, it shall be the sole responsibility of Partner to decide how many Partner credit units, and what Partner grades, each student may receive for their academic work at Queen’s.

1. **Student Records**

16.1 Students admitted to QUEEN’S, under the terms of this Agreement, will be in full-time attendance and register for a full course load at QUEEN’S. Students shall be registered on a non-graduating basis as Study Abroad students.

16.2 The academic record of each student's performance shall be sent to Partner at the conclusion of the period of study, after the publication of results.

1. **Data Protection**

17.1 Both parties shall comply with the applicable requirements of the European Union General Data Protection Regulations (the “GDPR”), the UK Data Protection Act 2018, and any code of practice or guidance published by the UK Information Commissioner or an authority or regulator in any relevant jurisdiction or the European Data Protection Board from time to time, in relation to the sharing of personal data between the parties.

17.2 The parties agree to the terms of the data sharing agreement, incorporated herein as Appendix 1, in compliance with the GDPR.

17.3 Both parties shall inform their students of the contractual requirement under this Agreement to share their personal data with the other institution. Students from the Partner coming to QUEEN’S will be referred to Queen’s University Belfast’s Student Privacy Notice which details how QUEEN’S gathers and utilizes their personal data, who their personal data is shared with and for how long their personal data is retained. Under the GDPR, the legal bases for sharing of personal data between the parties will be Contractual, Legitimate Interests and Vital Interests where appropriate.

1. **Awards – Certificates and Transcripts**

Each party shall be responsible for the assessment and conferment of awards and the production of award certificates and transcripts as appropriate.

1. **Publicity and Promotional Material**

Neither party may use the institutional name or logo of the other without prior written approval. Such approval will require submission of draft copy and a listing of the proposed destinations of the publicity. If the proposed publicity is not in the English language, an authorised translation shall be provided. Within Queen’s, the Coordinator will consult with the Director of Marketing, Recruitment, Communications and Internationalisation regarding such approval.

1. **Information for Students**

Queen’s shall approve the information to be provided to participating students at Partner, including induction information and guidance on the requirements detailed in this Agreement.

1. **Intellectual Property Considerations**
	1. All background intellectual property, being intellectual property in existence prior to this Agreement and owned by a party to the Agreement, shall remain the property of that party and shall not be used other than for the purposes of the Agreement without the express permission of the owning party. All such background intellectual property will be treated in strictest confidence by all recipients thereto.
	2. All foreground intellectual property, being intellectual property that arises from work undertaken under the Agreement, shall be owned by the party or parties who can claim a direct intellectual input to the resultant technology, design or copyright work.
2. **Indemnity and Liability**

Each party will indemnify its own staff, student and agents against claims arising under this proposal. Neither party will be liable for any act, omission, neglect, default, loss, damage, personal injury or theft arising from the actions of the staff, students or agents of the other party.

1. **Force Majeure**
	1. Neither party shall be liable to the other nor deemed in default under this Agreement, if and to the extent that such party’s performance of this Agreement is prevented by reason of Force Majeure.

* 1. The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party of the existence of the Force Majeure (unless the other party already knows or ought to know of the existence of the Force Majeure), and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this Agreement. If either party is delayed at any time by Force Majeure, then the delayed party shall notify the other party in writing of such delay as soon as reasonably possible.
1. **Freedom of Information**

Partner acknowledges that Queen’s is subject to relevant Freedom of Information (FOI) legislation and will provide reasonable assistance to Queen’s to enable it to comply with its information disclosure requirements under FOI legislation in relation to the delivery of Queen’s degree programmes, as necessary. Queen’s will be permitted to disclose confidential information of Partner in response to a Request for Information (as defined under FOI), and any such disclosure shall not be a breach of this agreement.

1. **UK Bribery Act 2010**
	1. Both parties shall comply with all applicable laws, statutes, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to, the UK Bribery Act 2010, the principal requirements of which are set out in Appendix 1.
	2. In the event of any breach of the Bribery Act 2010, Partner shall immediately give Queen’s full details of any such breach and shall cooperate fully with Queen’s in disclosing information and documents which Queen’s may request.
	3. Queen’s decision shall be final and conclusive in any dispute, difference or question arising in respect of:
		1. the interpretation of this Clause; or
		2. the right of Queen’s to terminate this Agreement; or
		3. the amount or value of any gift, consideration or commission.
2. **Arbitration**
	1. Each party shall make every effort to amicably resolve, by direct informal negotiation, any dispute arising between them in connection with this Agreement.
	2. In the event of any dispute arising, not being resolved informally, in respect of any provision of the Agreement, the dispute shall be referred to the Director of Academic and Student Affairs at Queen’s and Positon at Partner.
	3. If the parties are unable to amicably resolve any dispute within thirty days from the date which the dispute arose, either party may require that the dispute be referred for resolution by an agreed independent arbitrator.
	4. All costs associated with the arbitration shall be shared equally between the two parties.
3. **Duration of Agreement**
	1. The Agreement shall be effective from the Effective date for a period of five (5) years.
	2. Proposed amendments to this Agreement during its period of operation shall require the approval of both parties and confirmed in writing.
	3. The Agreement shall be subject to review by Queen’s at least six (6) months prior to the expiry date, after which the Agreement may be renewed for a further period upon terms and conditions agreed by both parties.
4. **Termination**

This Agreement may be terminated;

* 1. at the completion of a Queen’s academic year by giving written notice before 1 February of that year; or
	2. by either party upon twelve (12) months’ written notice; or
	3. in the event of either party’s failure to comply with the terms of this Agreement whereupon the other party shall be entitled to give written notice of termination forthwith; or
	4. in the event of either party having ceased to be established on a permanent basis, then the other party shall be entitled to give written notice of termination forthwith; or
	5. in the event that either party reasonably decides that the other party has failed to provide adequate insurance or that its premises, facilities or equipment are not to the satisfaction of the other party for the provision of the modules, either party shall be entitled, by notice in writing, to call upon the other party to remedy the matter(s) within such reasonable stipulated period. In the event of failure to comply with the requirements set out in the notice, within the time stipulated then written notice of termination shall be permitted; or
	6. in the event that either party reasonably decides that the financial standing of the other party is such as to make the continued association not in the interests then it shall be entitled to give written notice of termination forthwith.
1. **Effect of Termination**
	1. Termination of this Agreement will not absolve any party of its obligations to comply fully with the terms and conditions of this Agreement until such termination is effective.
	2. In the event of the termination of the Agreement both parties will undertake to fulfil their obligation to residual students who have yet to complete the programme. This may include providing the necessary support to enable students to complete the programme of study within a reasonable time period.
	3. Upon termination of the Agreement:
		1. No new students shall be admitted.
		2. All promotion, marketing or advertisement of the collaboration shall cease.
		3. Both parties shall continue to operate the collaboration for students enrolled on the programme as at the date of termination.
		4. The programme shall be operated by both parties for the remainder of the period of the programme or for the period for which students are enrolled on the programme, whichever is the lesser period.
2. **GOVERNING LAW**

*Some US institutions can only operate under their own state law. In that case, this clause should be deleted and we remain silent on governing law. This will be determined by study abroad partner school.*

This Agreement is binding upon the legal representatives, successors-in-title and permitted assigns of Queen’s and Partner. In the event of a legal dispute concerning this Agreement, the matter will be dealt with under the legal jurisdiction of the institution that has instigated the grievance.

1. **Confidentiality**

Both parties to this Agreement undertake to keep confidential, all information (whether written or oral) concerning the business affairs of each institution represented, and to use the same solely in conjunction with the operation of this Agreement and not otherwise for the benefit of any third party.

1. **Non-Discrimination**

Neither party will discriminate on the basis of religious belief, political opinion, sex, racial group, age, ethnic origin, sexual orientation or disability.

1. **Notice and Other Communication**

Notice or other communication in connection with this Agreement must be sent by recorded delivery to the addresses as specified in this clause or, if the addressee has notified another address, to that changed address. The address of each party for notices is:-

For Partner

 Address

For Queen’s:

The Queen’s University of Belfast

Belfast

BT7 1NN,

Northern Ireland

Attn: Director of Academic and Student Affairs

**SIGNATORIES**

Signed for and on behalf of THE QUEEN’S UNIVERSITY OF BELFAST

……………………………………………………………………..

Name

Chair of the Education Committee (Quality and Standards)

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed for and on behalf of PARTNER

……………………………………………………………………..

Name

Title

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix 1**

**Data Transfer Agreement – Joint data Controllers**

**Standard contractual clauses-set II-controller to controller (Model Clauses)**

between

**THE QUEEN’S UNIVERSITY OF BELFAST**, whose address is University Road, Belfast, BT7 1NN**, United Kingdom**

hereinafter ‘data exporter’

and

**PARTNER, address**

hereinafter ‘data importer’

each a ‘party’; together ‘the parties’.

# Definitions

For the purposes of the clauses:

**(a)** ‘"**personal data**"’, ‘"**special categories of data/sensitive data**"’, ‘"**process/processing**"’, ‘"**controller**"’, ‘"**processor**"’, ‘"**data subject**"’ and ‘"**supervisory authority/authority**’ shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby the **authority** shall mean the competent data protection authority in the territory in which the **data exporter** is established);"

**(b)** ‘"**the data exporter**"’ shall mean the controller who transfers the personal data;

**(c)** ‘"**the data importer**"’ shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;

**(d)** ‘"**clauses**"’ shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

# (I) Obligations of the data exporter

The data exporter warrants and undertakes that:

**(a)** The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.

**(b)** It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.

**(c)** It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.

**(d)** It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.

**(e)** It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

# (II) Obligations of the data importer

The data importer warrants and undertakes that:

**(a)** It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

**(b)** It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.

**(c)** It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.

**(d)** It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in, these clauses.

**(e)** It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will co-operate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).

**(f)** At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).

**(g)** Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

**(h)** It will process the personal data, at its option, in accordance with:

**(i)** the data protection laws of the country in which the data exporter is established, or

**(ii)** the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or

**(iii)** the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: Data importer selects Annex A.

**(i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and:**

**(i)** the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or

**(ii)** the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or

**(iii)** data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or

**(iv)** with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer.

# (III) Liability and third party rights

**(a)** Each party shall be liable to the other party for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (ie damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third-party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

**(b)** The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter’s country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

# (IV) Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

(V) Resolution of disputes with data subjects or the authority

**(a)** In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

**(b)** The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

**(c)** Each party shall abide by a decision of a competent court of the data exporter’s country of establishment or of the authority which is final and against which no further appeal is possible.

# (VI) Termination

**(a)** In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

**(b)** In the event that:

**(i)** the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);

**(ii)** compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;

**(iii)** the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;

**(iv)** a final decision against which no further appeal is possible of a competent court of the data exporter’s country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or

**(v)** a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

**(c)** Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

**(d)** The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

**(e)** ‘In the event of termination of these clauses, the data importer must return all personal data and all copies of the personal data subject to these clauses to the data exporter forthwith or, at the data exporter’s choice, will destroy all copies of the same and certify to the data exporter that it has done so, unless the data importer is prevented by its national law or local regulator from destroying or returning all or part of such data, in which event the data will be kept confidential and will not be actively processed for any purpose. The data importer agrees that, if so requested by the data exporter, it will allow the data exporter, or an inspection agent selected by the data exporter and not reasonably objected to by the data importer, access to its establishment to verify that this has been done, with reasonable notice and during business hours.’

# (VII) Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

# (VIII) Description of the transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required.

|  |  |
| --- | --- |
| Signature | Signature |
| Date | Date |
| FOR DATA IMPORTER | FOR DATA EXPORTER |
| Partner | The Queen’s University of Belfast |
| Name | Professor David S. Jones |
| Position | Chair, Education Committee (Quality and Standards) |

**Annex A Data Processing Principles**

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to ‘opt-out’ from having his data used for such purposes.
8. Automated decisions: For purposes hereof ‘automated decision’ shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

**(a)**

**(i)** such decisions are made by the data importer in entering into or performing a contract with the data subject, and

**(ii)** the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

Or

**(b)** where otherwise provided by the law of the data exporter.

**Annex B Description of the transfer**

**Data subjects**

The personal data transferred concern the following categories of data subjects:

Students participating in the student mobility program.

**Purposes of the transfer(s)**

The transfer is made for the following purposes:

The exchange of student personal data and sensitive personal data between the parties or data subject in connection with the student mobility program.

**Categories of data**

The personal data transferred concern the following categories of data:

 Student name, contact details, DOB, financial information, academic standing, exam results and incident reports.

**Recipients**

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Staff involved in the delivery of the student mobility program or courses on which participating students are enrolled.

**Sensitive data**

The personal data transferred concern the following categories of sensitive data:

Health information, criminal conviction information and incident reports.

**Data protection registration information of data exporter**:

The Queen’s University of Belfast is registered with the Information Commissioner’s Office (UK) under registration number Z6833827.

**Additional useful information** (storage limits and other relevant information):

Processing of personal data shall be undertaken for the duration of the student mobility programme, and personal data shall only be retained for as long as can reasonably be justified.

**Contact points for data protection enquiries**

| **Data importer** | **Data exporter** |
| --- | --- |
| Partner | Information Compliance Unit |
|  | Registrar’s Office, Queen’s University Belfast |
|  | University Road, Belfast BT7 1NN |
|  | Email: info.compliance@qub.ac.uk  |

**Appendix 2 – UK Bribery Act 2010**

The Bribery Act 2010 came into force on 1 July 2011. The purpose of the Act is to provide a consolidated scheme of bribery offices to prosecute bribery both in the UK and abroad. While primarily aimed at commercial organisations, the Act also covers all organisations incorporated under UK law, including Universities. It also extends, by association, to individuals and organisations providing services on behalf of Queen’s or representing Queen’s, wherever in the world.

As a consequence, the Bribery Act 2010 requires Queen’s and Partner to:

(i) Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ('Relevant Requirements').

(ii) Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.

(iii) Have, and to maintain, in place, throughout the term of this Agreement, policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 (section 7(2) and any guidance issued under section 9, sections 6(5) and 6(6) of that Act and section 8 of that Act respectively) to ensure compliance with the Relevant Requirements and to enforce them where appropriate.

(iv) Ensure that all persons associated with Queen’s or Partner, including employees and sub-contractors, or other persons, who are performing services, in connection with this Agreement comply with the Act.

Further information on the UK Bribery Act 2010 can be obtained from the following URL:

<http://www.legislation.gov.uk/ukpga/2010/23/contents>