

ERASMUS + PARTNERSHIP AGREEMENT of the Erasmus+ Programme, Key Action 2: Strategic Partnerships (Agreement Number: 2020-1-UK-01-KA226-HE-094622),

Partner agreement governing the implementation of the “Student Technostress in Undergraduate Distance Education: A Navigation Toolkit for Wellness” (“the Project”)

Between the following parties:

Lead Partner;

(1) Birmingham City University, University House, 15 Bartholomew Row, Birmingham, B5 5JU, UK.

Contact: 

Partners;

(2) Western Balkans Institute, Tadeuša Koščuška 64 - 11000, Beograd – Serbia;

(3) Jihočeska Univerzita V Ceskych Budejovicich, Branisovska 31A 000, - 370 05, CESKE BUDEJOVICE - Czech Republic;

(4) Panepistimio Kritis, University Campus Gallos 000, - 74150, Rethimno – Greece; and

(5) Universita Degli Studi Di Napoli Federico II, Corso Umberto I, 40 - 80138, Napoli – Italy

The total budget for the project approved by the Funder amounts to €211,520.00 (“Total Budget”). Whereas the following principles form the basis for the partner agreement:

For the implementation of the Erasmus+ Project, Key Action 2: Strategic Partnerships (Agreement Number: 2020-1-UK-01-KA226-HE-094622), **“Student Technostress in Undergraduate Distance Education: A Navigation Toolkit for Wellness”**.

A grant application for the Project was submitted by the Lead Partner to the Funder. The final form of this application, as approved by the Funder, and the Grant Agreement (signed between the Funder and the Lead Partner) form the basis for the Project’s implementation.

With respect to Project implementation, it is necessary for the Partners to set out their rights and obligations within the context of the Project.

All Partners are aware that the transnational nature of the Project is an important condition for obtaining and retaining a grant and that none of the Partners will be permitted to leave the partnership prematurely.

The grant application sets out the information as provided by the Partners. Each Partner is deemed to be fully informed of the conditions under which the grant will be awarded and to have accepted these conditions.

The Partners are aware that the Lead Partner is accountable to the Funder for the proper implementation of the Project, and is also responsible for complying with the obligations that arise from the grant awarded under the Erasmus+ Programme, and that as a result of this responsibility, the Lead Partner is obliged to impose certain responsibilities and obligations on the other Partners in order to arrive at a reasonable partnership.

The Lead Partner is responsible for the budgetary and financial management of the Project and must provide any information requested by the Funder. It will only be able to properly perform this duty if this Agreement obligates the Partners to maintain their accounts and records in a certain manner and to supply all information to the Lead Partner as soon as possible upon request.

The Grant Agreement is an agreement concluded between the Funder and the Project Partners – represented by the Lead Partner – setting out details of the conditions under which a grant will be awarded. The Grant Agreement is issued by the Funder.

The Partners are aware that it is the Lead Partner's task to distribute the grant monies between the Partners in the prescribed manner and that the Lead Partner can therefore only meet the payment obligations towards the Partners if it has received the monies to do so in its account.

The Partners shall keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective national law and under the conditions laid down therein, for a period of five years starting from the date of payment of the balance, unless a longer duration is required by the national law. As the European Commission has the option of extending the obligatory retention period for financial documents within that period, the option of extending this period must form part of this Agreement.

Each Partner is directly accountable for the proper implementation of its portion of the Project and for properly performing and complying with its duties and obligations as set out in this Agreement and annexes.

The Partners are aware that the conditions under which the grant will be awarded will allow little scope for altering or adjusting the Project. The Partners will make every reasonable effort to comply with the request of any Partner to alter or adjust the Project, but they are not obligated to implement the alteration or adjustment requested.

1. TERMS AND DEFINITIONS

1.1 In this Agreement, the following terms will have the meanings assigned to them below:

- 1.1.1 **Lead Partner:** the organisation responsible for the entire Project and to whom the Grant Agreement with confirmation of funding is addressed. The Lead Partner is accountable directly to the Funder with respect to the proper implementation of the Project. The Lead Partner organises the Project activities and meetings and is responsible for overall management. These activities can be contracted out to an external organisation.
- 1.1.2 **Partners:** the parties to this Agreement listed above which are the organisations responsible for the activities carried out within the context of the Project, and for coordination of these activities. They see to it that the Project is carried out in accordance with the final application form approved by the Funder, the Grant Agreement and this Agreement. The Lead Partner is also a Partner.
- 1.1.3 **Funder:** the Erasmus+ UK National Agency, British Council, and acting under delegation by the European Commission, hereinafter referred to as "the Commission".
- 1.1.4 **Grant Agreement:** the contract awarding the Project grant and setting out the associated conditions. The Contract is issued by Funder, and is addressed to the Lead Partner. The Lead Partner signs this contract on behalf of all the Partners, thereby accepting the conditions under which the grant is being awarded. In doing so, it binds all the Partners to the contents of the Grant Agreement.
- 1.1.5 **Project Application:** the project application, including action plan, schedule, itemised budget and communication plan, as specified in the final grant application form sent to the Funder. The project application also sets out the key aims for the entire Project period.
- 1.1.6 **Project End:** means **29 June 2023** being where **eligible** where project activities must be completed and **costs paid** although Project Outputs may be submitted after this date as outlined in the Grant Agreement.
- 1.1.7 **Project Outputs:** the outputs as identified in the Grant Agreement which the Lead Partner submits to the Funder on behalf of the Partnership, as outlined in Annex 4.

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- 1.1.8 **Project Financial End:** means **29 June 2023 being where project activities must be completed and costs paid.** Final payment of grant will be after this date and subject to approval by the Funder.
- 1.1.9 **Project Progress Report:** a report which the Lead Partner submits to the Funder accounting for the progress of the Project in relation to the Project proposal.
- 1.1.10 **Payment Claim:** list of actual costs incurred within the period defined in the Grant Agreement for making a claim, accompanied by invoices, accounting statements and other relevant documents to provide evidence that the costs have in fact been incurred.
- 1.1.11 **Project Director:** the person whom the Lead Partner has appointed to be responsible for proper implementation of the Project. The Project Director is a member of the Lead Partner's organisation and is responsible for the operational implementation of the Project.
- 1.1.12 **Project Manager:** the Project Manager appointed by each Partner to coordinate and take responsibility for the proper implementation of its portion of the Project.
- 1.1.13 **Intellectual Property:** means all patents, registered designs, trademarks and service marks (whether registered or not), copyright, database rights, plant breeders rights, design right, know-how, information and all similar property including that subsisting (in any part of the world) in inventions, designs, performances, computer programs, semiconductor topographies, confidential information, business names, goodwill and the styles of presentation of goods or services and in applications for protection of them in any jurisdiction.
- 1.1.14 **Foreground IP:** means all (or any part) of the Intellectual Property written, originated, conceived or made in the conduct of the Project by or on behalf of one or more of the Partners.
- 1.1.15 **Background IP:** means
- 1.1.15.1 any Intellectual Property owned by a Partner at the start of the Project; and
- 1.1.15.2 any specific Intellectual Property necessary to the Project which the owning Partner agrees in writing to make available.
- 1.1.16 To oversee the correct implementation of the Project, the following committees will be established:
- 1.1.17 **Project Management Group:** the decision-making body within the partnership, whose members will be the persons authorised by each Partner to take decisions. Each Partner will appoint one such person and the Project Management Group will be chaired by the Lead Partner's Project Manager who will act as the Project Director. Any proposed alterations or adjustments to the Project must be submitted in advance to the Project Management Group for its approval. The Project Management Group will supervise the progress of the Project and all Partners are obligated to provide the fullest information possible at the Project Management Group's first request. The Project Management Group will meet at 6 monthly intervals per annum and further at the request of the chair, the Partners or on its own initiative.
- 1.1.18 **Anti Bribery Law:** means all Applicable Law, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act;
- 1.1.19 **Applicable Law:** means the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the obligations under this Agreement including Anti Bribery Law, Protection of Children and Vulnerable Adults law, Equality, Diversity and Inclusion law, and health and safety law;
- 1.1.20 **Bribery Act:** means the Bribery Act 2010;
- 1.1.21 **Equality, Diversity and Inclusion Law:** means equality legislation referred to in the Grant Agreement.

- 1.1.22 **EIR:** means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
- 1.1.23 **FOIA:** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government departments in relation to such legislation; and
- 1.1.24 **Protection of Children and Vulnerable Adults:** means all legislation and statutory guidance relevant at any time to the safeguarding and protection of children and vulnerable adults (including without limitation the UN Convention on the Rights of the Child and the Children Act 1989) and with the British Council's Child Protection Policy as may be amended from time to time. Equivalent provision in equivalent legislation in locations other than England and Wales shall apply in those locations.
- 1.1.25 **Working day:** means any days (other than Saturdays, Sundays or public holidays) on which the banks in England is open for business.

2. SCOPE AND VALIDITY OF AGREEMENT

- 2.1 The conditions set out in this Agreement will apply to all actions taken by the Partners within the context of implementing the Project. These conditions will also be deemed to form part of any further agreements to be concluded with respect to this Project.
- 2.2 Deviations from these conditions will only apply insofar as they have been agreed between all the Partners in writing.
- 2.3 Other conditions and/or standing rules, regardless of their nature or form, will not apply to the legal relationship between the Partners, unless and insofar as they have been included in an Annex to this Agreement.
- 2.4 By signing this Agreement, the Partners will be deemed to accept these conditions.
- 2.5 If any conditions set out in this Agreement must be regarded as null and void, invalid or as voidable in a specific case under the Lead Partner's national law or European legislation, such conditions will be deemed to have been modified in such a way in that specific case that their nullity, invalidity or voidableness can no longer be invoked.
- 2.6 This Agreement and any actual or juristic act to be performed under the terms of this agreement will be subject to the law of England, without prejudice to the Partners' obligation to comply with their obligations under the law of the European Community and their own national law.
- 2.7 The Partners will be deemed to be familiar with the obligations arising from European and their own national law and will not be permitted to invoke a lack of knowledge against the other Partners.
- 2.8 Project Erasmus+ Key Action 2: Strategic Partnerships (Agreement Number: 2020-1-UK-01-KA226-HE-094622), "**Student Technostress in Undergraduate Distance Education: A Navigation Toolkit for Wellness**"
- 2.9 annexes comprise:
- 2.9.1 the latest version of the application form approved by the programme (Annex 1)
- 2.9.2 the Grant Agreement between the Funder and the Lead Partner (Annex 2),
- 2.9.3 the claim schedule and provisional budget (Annex 3),
- 2.9.4 the Project Outputs (Annex 4),

- 2.9.5 the Data Protection Schedule (Annex 5)
- 2.10 The annexes attached to this Agreement will be deemed to be an integral part of the agreement. Each annex will be drawn up in 8 duplicate copies. The annexes will be numbered consecutively in the order in which they are published. Each Partner will receive a copy of the annex so drawn up.
- 2.11 The Grant Agreement will be attached to the agreement as Annex 2, along with the approved Project Application; these documents will form part of this Agreement. All the Partners will be deemed to be familiar with the contents of the Grant Agreement and the approved Project Application and to understand and accept these contents. The Partners will provide all necessary reasonable assistance to support the Lead Partner's compliance with its obligations under the Grant Agreement. If there is any conflict between the terms of this Agreement and the Grant Agreement, the Grant Agreement terms shall apply.
- 2.12 If this Agreement and annexes are translated, the English version, as signed by the Partners, will be regarded as the applicable version.
- 2.13 Should agreements be concluded with third parties or investments be made with respect to the Project implementation, all the relevant provisions under European law must be complied with. Each of the Partners will guarantee that in its portion of the Project it will correctly comply with the provisions set out under European law and all applicable local law.

3. TERM OF THE AGREEMENT

- 3.1 This Agreement will enter into effect on the date on which it is signed by all Partners with retroactive effect as from 30 June 2021. It will remain in effect until the Project End and subject to the Lead Partner fully discharging its obligations under the Project. However, the confidential obligation as stated in clause [17] of this Agreement shall enter retroactively into force as from the date of the first Project proposal discussions. This Agreement or the participation of one or more Partners to it may be terminated in accordance with clause [22] hereunder.
- 3.2 If the Agreement enters into effect before the date which the Funder selected as the starting date for qualifying expenditure as eligible, any costs incurred by the Partners prior to this date will be regarded as non-eligible and will be paid by the Partner that incurred these costs, unless the parties agree otherwise in writing prior to such costs being incurred.
- 3.3 After the Funder has approved the final Project Outputs and the final Payment Claim, the Agreement will terminate on the date on which each of the Partners has collected its share of the final transfer of funds intended to settle up the grant awarded within the context of the Project.
- 3.4 The Agreement will terminate at the end of the period agreed, unless the Partners agree in writing to renew the Agreement.
- 3.5 The Agreement can be terminated prematurely by means of a decision taken by the Project Management Group which also makes arrangements regarding the consequences of such premature termination. Any such decision must have the prior consent of the Funder.
- 3.6 The obligations related to retaining documents and any liability which arises from improperly implementing or omitting to implement the Project will persist even after the Agreement has ended.

4. AMENDING THE AGREEMENT

- 4.1 If it becomes clear while implementing the Project that the actual circumstances impede proper implementation, the Partners, acting jointly or individually, will inform the Project Management Group in good time about the problems which have arisen and, if possible, make suggestions for amending the

Agreement and/or annexes which form part of the Agreement. Within the context of this Agreement, amendment will also be taken to mean adjustment, supplement or restriction.

- 4.2 The Project Management Group will discuss the problems referred to in clause 4.1 and investigate possible solutions within the Agreement before suggesting any solutions which make it necessary to amend the Agreement and/or the accompanying annexes.
- 4.3 The Project Management Group will decide which of the solutions is to be implemented. If its decision involves an amendment to the Agreement and/or the accompanying annexes which requires it to consult the Funder, or to have the approval of the Funder, the Project Management Group must first engage in the required consultations and/or obtain the required approval.
- 4.4 Any amendment to the original Agreement will be noted in the text and the unabridged text and a reference to the original Agreement will be attached to said Agreement as an annex. Any such amendment will be deemed valid and effective upon (i) unanimous approval by all Partners in the meeting of the Project Management Group which is convened and held in accordance with clause 7 of this Agreement, and (ii) the initialling by all Partners on such annex as soon as reasonably practicable after the said meeting. Notwithstanding the foregoing, if the amendment is one which has the official approval of the Funder, the annex need not be initialled by all the Partners.
- 4.5 Any amendment to the Agreement which is introduced in the aforementioned manner will be binding on all the Partners.

5. **WORKING LANGUAGE**

- 5.1 The working language for this Project is English.
- 5.2 All Partners must draw up their written documents in English before submitting them to the Lead Partner or other Partners. Any extra expense associated with having the documents translated will be paid by the Partner which has submitted the document.

6. **TRANSFER OF PARTNER POSITION AND CALLING IN THIRD PARTIES**

- 6.1 If the legal form of a Partner is altered while the Agreement is in effect, or if a Partner is involved in a merger or division or is succeeded by general and universal title, the new entity will be deemed to have assumed the position of the original Partner. If it becomes apparent that not all the obligations under this Agreement have been lawfully assumed and performed by the new entity, neither the old entity nor the new one may derive any rights from this Agreement.
- 6.2 In the situation referred to in clause 6.1, the Partner concerned will immediately inform the other Partners in writing, taking care to adequately describe the consequences – including any change in its representative authority – and to report its new name and address details where applicable.
- 6.3 Subject to clause 6.1, the Partners will not be entitled to transfer their rights and obligations under the Agreement (the “Partner Position”) to another party within the context of the Project without the written consent of all other Partners and the Funder. After transferring its Partner Position, the original Partner will remain jointly and severally liable with the new Partner for the proper implementation of the Project.
- 6.4 The Partners will be entitled to call in third parties to assist in implementing the Project, without prejudice to their responsibilities and liability under this Agreement.
- 6.5 A Partner that calls in third parties to assist in performing the Agreement will be wholly liable for and towards these third parties and will be liable for any resulting loss or damage to the remaining Partners in this respect.

- 6.6 Cooperation with third parties including subcontractors shall be undertaken in accordance with the procedures set out in EU public procurement directives.
- 6.7 The Lead Partner shall be informed by the Partner about the subject and party of any contract concluded with a third party.
7. **DECISION-MAKING UNDER THE AGREEMENT**
- 7.1 It will be necessary within the context of Project implementation to take decisions concerning the general progress of the Project.
- 7.2 Unless the Project proposal indicates otherwise, the Project Management Group will determine which decisions it reserves for itself. It will document this in the minutes of its meetings.
- 7.3 Meetings of the Project Management Group will be held at a location to be selected by the Lead Partner.
- 7.4 The persons who belong to the Project Management Group will receive a convening notice for a meeting no later than two weeks prior to the date of the meeting, unless an urgent matter has made it necessary to convene a meeting without delay, in which case a shorter period may apply. This period may not, however, be so short that the said members are not given a reasonable time to attend the meeting.
- 7.5 A substitute may take the place of the person designated as the Partner's representative on the Project Management Group, provided that the substitute has the same representative authority.
- 7.6 The agenda for a meeting of the Project Management Group will be set by the Lead Partner, with the remaining Partners being entitled to propose additional agenda items up to a week before the meeting. In the case of urgent meetings, the Partners will be entitled to propose additional agenda items during the meeting.
- 7.7 If a Partner is represented at a meeting, it is entitled to cast one vote. Unless otherwise stated in the Agreement, the Project Management Group will take decisions on a 75% majority vote in favour of the decision. Partners that are not represented at the meeting will be entitled to cast their vote in writing prior to the meeting by sending their statement to the Lead Partner.
- 7.8 The minutes of meetings of the Project Management Group will be sent to each Partner and will be regarded as having been approved if, within two weeks of the minutes being sent, none of the Partners notifies the Lead Partner in writing that it has not approved the minutes. If the minutes are not approved, a note will be made of the item for which approval has been withheld along with the name of the relevant Partner, and the remaining minutes will be deemed to have been approved. The approved minutes may be attached to the Agreement as an annex, but they are equally binding on the Partners even if they are not.
- 7.9 The Lead Partner may ask the Funder to advise it or mediate on its behalf at any time, either on its own initiative or at the request of one of the Partners.
- 7.10 During implementation of the Project the Lead Partner may ask for the Partners' opinion on various topics. To avoid miscommunication and delay in the process, where Partners have not responded within the reasonable time given by the Lead Partner they are deemed to have accepted the decision of the Lead Partner. The Lead Partner – in return – will need to refer to this rule in each request for information/approval to the Partners.
8. **PARTNERS' GENERAL OBLIGATIONS**
- 8.1 All Partners will be deemed to be familiar with the statutory rules under European law, national statutory regulations, orders, decrees and rulings, permits and exemptions which are relevant for the performance of this Agreement, specifically with respect to their own portion of the Project. The implications associated

with compliance with these rules, regulations, permits and exemptions will be at the expense and risk of the Partner whose portion of the Project is affected.

- 8.2 The Partners will comply with all regulations and other rules referred to in clause 8.1 in their performance of this Agreement. If for any reason whatsoever a Partner has not obtained the permits or exemptions or has not completed any other formalities required for the Project in good time or at all, or if it has not followed the prescribed procurement rules in good time or at all, that Partner will be deemed to have failed in its part of the Project under the terms of this Agreement.
- 8.3 The Partners will use all reasonable endeavours to complete implementation of the Project in accordance with the Grant Agreement, the Project proposal and any changes to that proposal.
- 8.4 The Partners will cooperate on the agreed procedures and will provide the information required to perform the Project in accordance with the Agreement properly and as quickly as possible at another Partner's reasonable request. The Partners will act prudently towards one another and refrain from harming one another's interests unnecessarily, either within or outside the context of this Agreement. Partners will cooperate, perform and fulfil its obligations under this Agreement as reasonably required and in a manner of good faith. Each Partner shall use reasonable measures to ensure the accuracy of any information or material it supplies to the other Partners.
- 8.5 The Partners must notify the Lead Partner by both email (to the email address given by details of the Lead Partner at the start of this Agreement) and registered post **within two weeks of any change in their address, name or representative**. The Lead Partner will immediately pass on these changes in writing to the remaining Partners. Changes which are not notified in writing in the prescribed manner cannot be invoked against the other Partners.

9. LEAD PARTNER'S OBLIGATIONS

- 9.1 The duties and obligations of the Lead Partner as set out in this Agreement and the accompanying annexes (for example the approved Project Application) include the following:
- 9.1.1 to appoint the Project Director, who has general operational responsibility for implementing the Project;
- 9.1.2 to start up the Project in accordance with the Project proposal;
- 9.1.3 to implement the Project as a whole while keeping to the schedule referred to in the Project Proposal, and to perform the obligations arising from the grant awarded under the Erasmus+ Programme;
- 9.1.4 to take receipt of the grant money paid out under the Erasmus+ Programme and to distribute the share of the aforementioned grant money accruing to each Partner by virtue of this Agreement;
- 9.1.5 to manage and if necessary verify the way grant money provided under the Erasmus+ Programme has been spent;
- 9.1.6 to oversee the entire Project administration, and to prepare all documents required for the final audit;
- 9.1.7 to draft and submit periodic progress reports and and a final report and the Project Progress Report, to update budget-related documents, requests for payment and financial reports and to apply to the Funder specifically to adjust the size of the budget or the budget term.

10. PARTNERS' OBLIGATIONS

- 10.1 The duties and obligations of the Partners as set out in this Agreement and the accompanying annexes (The Project work packages and actions as contained in the approved final application form and as agreed and updated by the lead partner) also include the following:

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- 10.1.1 to appoint a Project Manager for that portion of the Project for which the relevant Partner is responsible and to guarantee to the other Partners that the Project Manager is authorised to represent the relevant Partner;
- 10.1.2 to implement that portion of the Project for which it is responsible, and to perform the obligations arising from the grant awarded under the Erasmus+ Programme;
- 10.1.3 to draft activity reports as well as the budgetary and financial reports which must be submitted to the Lead Partner;
- 10.1.4 to notify the Lead Partner immediately in writing of any events that may bring about a temporary or permanent interruption in or any other deviation from the Project as well as any change related to the name of the organisation, its contact details, legal status or any other change concerning the partner's legal entity which may have an impact on the project or on their eligibility to the programme.
- 10.1.5 to make the Partner contributions available as foreseen in the latest approved version of the application form and this Agreement;
- 10.1.6 Each Partner warrants that, in relation to all activities in connection with the Project and this Agreement it will adhere to the requirements in I.15.3 in Schedule 1 of the Grant Agreement in relation to the Protection of Children and Vulnerable Adults and will not do anything to put the Lead Partner in breach of I.15.3 of Schedule 1 of the Grant Agreement.
- 10.2 Each Partner acknowledges that the Lead Partner will rely upon the Partners to meet each of their obligations under this Agreement and in addition certain failures by the Partners to meet their obligations under this Agreement will cause the Lead Partner to fail to meet its obligations under the Grant Agreement. Accordingly, to the extent a Partner's failure to meet its obligations under this Agreement has caused the Lead Partner to breach the Grant Agreement, that Partner will be liable to the Lead Partner for the Lead Partner's breach of the Grant Agreement.
11. **REPORTING**
- 11.1 The Partners will promptly provide the Lead Partner with all the information that it needs in the prescribed form to draw up the mandatory reports (in this case, the Project Progress Report) for the Project as well as all other reports on activities, requests for payment and other documents requested by the Funder. The information so requested will be furnished to the Lead Partner as quickly as possible and in the most complete form possible.
- 11.2 The Partners will provide the Lead Partner with copies of all documents and newspaper cuttings and other relevant material promoting the Project.
12. **FINANCIAL MANAGEMENT AND BUDGET ADJUSTMENTS**
- 12.1 The Lead Partner will be responsible for drafting and routing Payment Claims, and for drafting and routing requests to adjust budgets.
- 12.2 In accordance with the Erasmus+ Programme rules, Partner requests to adjust budgets must be submitted to the Lead Partner, who will collect the requests before taking further action. This is as outlined in the Grant Agreement.
- 12.3 The Project budget which has been approved by the Funder and outlined in Annex 3 will be decisive for the total eligible expenditure as well as for the various expenditure categories subject to any conditions as set out in the Grant Agreement.

- 12.4 Upon receipt of a payment from the Funder, the Lead Partner will endeavour to route payments made by the Erasmus+ Programme to the other Partners as outlined in Claim and Payment Letter.
- 12.5 The Lead Partner will be responsible for the general overall Project administration, as distinct from the separate accounts kept by each separate Partner on that portion of the Project for which the Partner is responsible.
- 12.6 The Lead Partner's financial policy and policy on administrative monitoring and reporting (and the instructions and requests which it issues to the remaining Partners in this connection) will be based on the rules and regulations relating to the Project in general which are stipulated in the Erasmus+ Programme.
- 12.7 The Lead Partner will where necessary seek to obtain clarification and/or assistance with respect to the rules and regulations referred to above and the interpretation thereof. Such an effort will serve to avoid differences in opinion between the Lead Partner and the Funder, which could cause the Funder to cancel or reclaim grants awarded to one or more Partners.
- 12.8 The Lead Partner will not be responsible and/or liable vis-à-vis the other Partners for any negative repercussions should the Funder disagree with the Lead Partner's interpretation and/or approach to the relevant rules and regulations.
- 12.9 The Partners will notify the Lead Partner of any requests to change any aspect of the Project including, but not limited to an end date or budget and costing in good time for the Lead Partner to submit such a request as may be required under the Grant Agreement and subject to clause 4.4.
13. **PROJECT RECORDS**
- 13.1 In accordance with the rules issued by the Erasmus+ Programme and the rules governing eligible expenditure and the instructions issued by the Lead Partner, the Partners will maintain separate accounts for the Project.
- 13.2 Financial accounts and/or other documents, including copies of all substantiating documents, will be promptly submitted to the Lead Partner – or an organisation appointed by the Lead Partner – according to the schedule set by the Lead Partner and with due observance of the instructions issued by the Lead Partner.
- 13.3 The Partners may be obligated to have their Project records audited by an auditor according to a schedule set by the Lead Partner. The Partners will allow such bodies as well as the Funder to audit the proper use of funds by the Partners. The Partners will provide any necessary access to their premises, including their information systems and all documents and computer data relating to the technical and financial management of the Project as required under the Grant Agreement or otherwise.
- 13.4 The European Commission, the European Anti-Fraud Office, the European Court of Auditors and, within their responsibility, the relevant bodies of the participating EU Member States or other programme authorities are entitled to audit the proper use of funds by the project partners or arrange for such an audit to be carried out by authorised persons.
- 13.5 Each individual Partner will guarantee the reliability of its accounts and substantiating documents and all financial reports and documents drawn up by the Partner. The Lead Partner will be entitled at all times to request further information and documents.
- 13.6 In accordance with Regulation (EU) No 1303/2013, Article 140 (the archiving of the documents) each project partner must ensure that all documents are kept either:
- 13.6.1 in their original form;

- 13.6.2 as certified true copies of the originals;
- 13.6.3 on commonly accepted data carriers including electronic versions of original documents
- 13.6.4 or documents existing as electronic version only.

Notwithstanding the foregoing, the archiving formats have to comply with national legal requirements.

- 13.7 If the Lead Partner considers that a Partner has not turned in the documents required, or if it has failed to comply with the programme rules governing the eligibility of expenditure, or to comply with them properly or in good time, the Lead Partner will ask the Partner to re-draft the financial documents and re-submit them within a reasonable period of time.
- 13.8 In the event that a Partner repeatedly fails to perform the obligations referred to in this clause 13, the Lead Partner will be entitled to refuse to consider the request for payment submitted by the Partner. In such a case, the Lead Partner will be obligated to inform the relevant Partner as quickly as possible in writing of its refusal to consider the request for payment and to present its reasons for doing so.

14. **RETAINING AND MAKING DOCUMENTS AVAILABLE**

- 14.1 Each Partner will be obligated to retain the original documents needed to allow the Project to be supervised and monitored. These documents include – but are not restricted to – the documents substantiating the expenditure, more specifically the eligible expenditure as well as any other documents as indicated in the Grant Agreement. Partners must ensure that all accounting documents related to the Project are available and filed separately, even if this leads to a dual treatment of accounts.
- 14.2 The documents referred to in clause 14.1 must be made available at the request of the Funder, the subsequent bodies of the European Commission, or of the person or organisation appointed by the latter, with the Partner being deemed to have retained the original document for itself and to have sent a copy to the Lead Partner.
- 14.3 Both the Lead Partner and each individual Partner must retain and file all administrative and other documents as outlined in the Grant Agreement.
- 14.4 The Lead Partner will be entitled to obligate the other Partners to retain documents longer than the period referred to in clause 14.3. In order to do so, the Lead Partner must, within the period referred to in clause 14.3, order the Partners in writing to retain and file the documents for a longer period to be specified.
- 14.5 If national rules governing the retention of financial documents prescribe a longer period of time, the Partners must retain the documents for the period stipulated by their national law.
- 14.6 No Partner may invoke non-retention of the relevant documents against the other Partners, even after the period referred to in clause 14.3 has expired. The present clause is not intended to alter the Partners' position with respect to the burden of proof and each individual partner destroys documents at its own risk.
- 14.7 The Lead Partner may at its discretion obligate all Partners to provide the documents as described in clause 14.1 to be transferred to the Lead Partner within 30 days of the Lead Partner providing notice to a Partner.

15. **SUBMITTING COST ITEMISATIONS AND PAYMENT**

- 15.1 In order to retain grant monies, the Partners must submit cost itemisations to the Lead Partner on time and in the specified manner as directed by the Lead Partner. This is outlined in Annex 3.

15.2

- 15.3 If the Partner fails to perform its obligations or to perform them on time, the Lead Partner will be entitled to suspend the payment obligations without the relevant Partner having any right to claim damages, interest or costs. The Lead Partner will inform the Partner in writing, stating its reasons, that the Lead Partner is invoking its right to suspend payment. As soon as the reason for invoking the right to suspend payment has ceased to apply, payment will be made.
- 15.4 The Partners may never invoke set-off against the Lead Partner, not even with respect to any obligations to repay monies which have already been received by the Partners.
- 15.5 The eligibility of expenditure will be determined based on Commission Regulations and national laws. To be eligible all costs must: relate to the purpose of the action, be part of the approved Application Form, be incurred within the dates specified in the Grant Agreement, be reasonable, justified, consistent with the usual internal rules of the partner, be supported by receipts, invoices or accounting documents of equivalent probative value, respect public procurement rules.
- 16. PUBLIC INFORMATION AND COMMUNICATION OF THE PROJECT RESULTS**
- 16.1 Each Partner will undertake the publicity and communication initiatives associated with the Project to the best of its ability. In undertaking these activities, each Partner will observe the European rules concerning publicity and public information as well as the Grant Agreement.
- 16.2 The Partners will participate in an evaluation and publication of the Project results in accordance with the requirements of the Erasmus+ Programme.
- 16.3 Explicit reference must be made to the grant awarded under the Erasmus+ Programme in all publications related to the Project (whether published separately or by all the partners acting jointly), as well as during any events associated with the Project as outlined in the Grant Agreement.
- 17. CONFIDENTIALITY**
- 17.1 Although this Project is public in nature, the parties will agree that a portion of the information which the Partners share amongst themselves or with the Funder within the context of Project implementation may be regarded as confidential. Only those documents and other items which are explicitly designated as "confidential" will be regarded as such.
- 17.2 The information referred to in clause 17.1 mainly concerns research data made available to one or more of the Partners within the context of the Project and pertaining to methods, know-how, files or any other document designated as confidential. The Partners may use these data exclusively in accordance with the provisions set out in this Agreement.
- 17.3 The Partners will take steps to guarantee that all staff involved in the Project will respect the confidentiality of these data, will not disseminate these data, furnish them to third parties or use these data without the consent of the Lead Partner or the Partner that supplied these data.
- 17.4 The Partners will take the same steps to guarantee the confidentiality of the data that they would have taken if confidential data of their own had been involved.
- 17.5 The following data are not covered by this confidentiality clause 17:
- 17.5.1 data which is disclosed without this being the result of negligence on the part of one of the Partners with respect to its obligation to observe confidentiality;
- 17.5.2 data already known to the Partner receiving them, as proved by written evidence in its records, provided that there has been no breach of legal obligations or terms of this agreement or on behalf of that Partner;
or

- 17.5.3 data which the Partner receiving them has legally obtained from sources other than the Partner providing them, that are not bound by any obligation of confidentiality; or
- 17.5.4 data for which the removal of confidentiality has been authorized by the Partner providing them; or
- 17.5.5 data required to be disclosed by law before a court or any other public authority.

17.6 This confidentiality clause will remain in effect for two years after this Agreement has expired.

18. INTELLECTUAL PROPERTY RIGHTS

18.1 For the avoidance of doubt all Background IP used in connection with the Project shall remain the property of the Partner introducing it.

18.2 Each Partner having title to Background IP agrees to provide to all the other Partners a non-exclusive royalty free licence to use such Background IP as it solely considers necessary for the purpose of performing the Project.

18.3 Partners will disclose to the Lead Partner promptly after its creation any Foreground IP created by or on behalf of that Partner. Each Partner will own the Foreground IP created by that Partner or on its behalf subject to any provisions in the Grant Agreement and save that clause 18.5 will apply to jointly created Foreground IP. For the avoidance of doubt the Partners will produce educational materials under the scope of the Project and the Partners will ensure such materials are made available through the Internet, free of charge and under open licences in accordance with Article 1.8 of the Grant Agreement.

18.4 Each Partner will grant to the Partners an irrevocable, non-exclusive, sub-licensable (provided sublicensing is for the purposes of the Project) royalty-free licence to use its Foreground IP for the Project and for non-commercial purposes for research, teaching and training purposes including but not limited to research projects funded by third parties (including commercial entities) provided that those parties gain or claim no rights to such Foreground IP. For the avoidance of doubt, this licence will continue for the duration of the protection of the Foreground IP, to the extent applicable by law, even where a Partner is no longer a party to this Agreement.

18.5 Joint Ownership

18.5.1 If, in the course of carrying out work on the Project, Foreground IP is created (and one or more Parties are contributors to it), and if the features of Foreground IP are such that it is not possible to separate them for the purpose of applying for, obtaining and/or maintaining in force the protection of Intellectual Property, the Parties concerned (the "Contributors") agree that they may jointly apply to obtain and/or maintain the relevant rights.

18.5.2 The Contributors shall seek to agree between them arrangements for applying for, obtaining and/or maintaining such rights on a case by case basis. Any such co-ownership agreements may specify, inter alia, the applicable arrangements in case of the extension of rights as well as those applicable to the allocation and assumption of expense in connection with the requested protection, the share of each of the Contributors to the development of the Foreground IP proportionate to the resources implemented by each, whether human, financial or intellectual. Subject to any other agreement between the Contributors so long as any such rights are in force, such Contributors shall be entitled to use and to license such right on a non-exclusive basis in accordance with the agreements concluded with the prior consent of the Contributors. Appropriate compensation will be made to academic contractors who do not undertake commercial activities.

18.5.3 The Parties shall retain the right to use for non-commercial purposes the jointly generated Foreground IP for teaching, training and research royalty free.

- 18.6 The Parties acknowledge and agree that this clause 18 is subject to the rights as outlined in the Grant Agreement including but not limited clauses I.8 and II.9 of the Grant Agreement.
19. **DELAY AND DEFAULT ON THE PART OF ONE OF THE PARTNERS**
- 19.1 Every Partner will be obligated to inform the Lead Partner immediately of any event which could endanger the implementation of the Project and to provide the Lead Partner with all useful information about the same.
- 19.2 If the Lead Partner itself becomes aware of or is informed by a Partner of circumstances that could endanger the proper implementation of the Project, the Lead Partner will inform all Partners as soon as possible and the Project Management Group will meet in order to discuss the problems which have arisen and potential reasonable solutions. Where possible and necessary, the Project will be altered in accordance with the provisions set out in this agreement.
- 19.3 If the Project cannot be implemented in the manner provided for and it is not possible to alter the Project in a way that solves the problems which have arisen, the improper implementation of the Project will be regarded as a failure on the part of the Partner subject to the relevant circumstances, unless the problems were caused by another Partner failing to perform its obligations. In that case, the problems which have arisen will be regarded as a failure on the part of that other Partner.
- 19.4 In the event of a failure without fault on the part of a Partner, the Project Management Group, after consulting and obtaining the approval of the Funder, may resolve to exclude the Partner concerned from further participation in the Project, which resolution will cause the Partner's right to receive any further grant within the context of the Project to lapse. In such an event, the remaining Partners will not be entitled to seek damages (for the excluded Partner's removal for their non-fault failure) from the Partner which has been excluded and the excluded Partner will not be entitled to seek damages from the other Partners (for the excluded Partner's removal for their non-fault failure). Grants which have already been paid may only be reclaimed if the excluded Partner has not satisfied the requirements for qualifying for grants as they apply within the context of the Project.
- 19.5 In the event that one of the Partners fails in the performance of the Agreement, the relevant partner will receive written notification from the Lead Partner warning it to perform its obligations as yet and to do so within a specified reasonable period of time, but no more than one month.
- 19.6 If the failure referred to in clause 19.5 persists after the expiry of the specified period of time, the Lead Partner or the Project Management Group, after consulting and obtaining the approval of the Funder, may resolve to exclude the relevant Partner from the Project.
- 19.7 A Partner which has been excluded owing to failure will have no further right to receive payments within the context of the Project and will be obliged to repay any monies which it has received within the context of the Project to the Lead Partner if it is unable to demonstrate on the day of exclusion that these monies were used to implement the Project in accordance with the definition of eligible expenditure such as referred to in the Erasmus+ Programme instructions and guidance notes.
- 19.8 If the failure of a Partner has implications for the Project's overall financing, the Lead Partner may reclaim the entire amount paid out to the Partner, without prejudice to the right of the Lead Partner and the other Partners to claim full damages.
20. **LIABILITY AND INSURANCE**
- 20.1 If implementation of the Project causes another Partner or a third party damage, the Partner whose portion of the Project has caused the damage will be liable for such loss or damage.
- 20.2 The Parties are required throughout the Project and for a certain period thereafter to effect and maintain with a reputable insurance company a policy or policies of insurance covering all matters in respect of

which the Parties have an obligation under this Agreement, unless the Party is considered creditworthy under its national laws.

- 20.3 Failure on the part of a Partner to insure itself against the statutory liability referred to above cannot be invoked against the other Partners.
- 20.4 Each Partner agrees to use reasonable endeavours not (whether by act or omission) to place the Lead Partner in breach of its obligations under the Grant Agreement, and agrees to indemnify the Lead Partner fully in relation to all costs, damages, losses and expenses directly incurred by the Lead Partner as a consequence of any such act or omission on the part of that Partner.
- 20.5 Each Partner, including the Lead Partner, shall be liable to the other Partners and shall indemnify such other Partners for and against any liabilities, damages and costs directly resulting from the non-compliance of its duties and obligations as set out in this Agreement and Annexes.
- 20.6 Subject to clauses 10.2, 20.1, 20.4, and 20.7 the liability of any Partner to the other Partners for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to the loss of business profits, or to any indirect or consequential damages or losses. Subject to clauses 10.2, 20.1, 20.4, and 20.7 in any event, the liability of any Partner to the other Partners for all and any breaches of this Agreement or arising in any other way out of the subject matter of this Agreement, the Project and the Results, will not exceed the totality of funding due to that Partner under this Agreement.
- 20.7 Nothing in this Agreement shall limit or exclude individual Partners liability for death or personal injury arising from negligence of such Partner.

21. WITHHOLDING, CANCELLING AND RECLAIMING THE GRANT AWARDED FOR THE PROJECT

- 21.1 If the Funder withholds any of the grant amounts specified in the Grant Agreement attached as Annex 2 to this Agreement, or if it cancels the grant, and if such leads to full or partial reimbursement of the monies already transferred under the Erasmus+ Programme, each Partner will be obligated to reimburse (via the Lead Partner) the grants awarded under the Erasmus+ Programme to the Funder by way of a final financial settlement.
- 21.2 The final financial settlement, which will be based on supporting documents relating to the final expenditure amount as approved or rejected by the Funder, must provide an accurate account – both with respect to the overall Project and each individual Partner – of the status of the eligible expenditure approved by the Funder, as well as of the share of the grant awarded under the Erasmus+ Programme which has been conferred on each Partner. The amount which each individual partner must reimburse will be determined on this basis, with the Lead Partner being indemnified and held harmless with respect to the full amount in Commission funds that that Partner is obliged to reimburse, should the Funder or another body reclaim these monies from the Lead Partner.
- 21.3 Each Partner shall indemnify each of the other Partners in respect of losses and damages resulting from its own wilful act or gross negligence or breach of this Agreement by itself and of its employees, agents and subcontractors in performance of its obligations under the Agreement provided always that such indemnity shall not extend to claims for indirect or consequential loss or damages such as, but not limited to, loss of profit, revenue, contract or the like.
- 21.4 On the basis of this clause, each Partner's liability will not exceed the totality of funding due to that Partner under this Agreement.

22. FORCE MAJEURE, RENEGOTIATION AND TERMINATION

- 22.1 "Force Majeure" shall mean any unforeseeable, exceptional situation or event beyond the control of the Partners which prevents any of them from fulfilling any of their obligations under this Agreement, was not

due to error on their part or on the part of a subcontractor and could not have been avoided by the exercise of due diligence.

- 22.2 Subject to Article II.15 of the Grant Agreement if a Partner fails to perform all or part of its obligations under this Agreement due to an event of Force Majeure, the Partner so affected shall notify the other Partners in writing of the occurrence of such event as soon as possible, and shall, within 15 days after the occurrence of such event, provide the other Partners with appropriate evidence in support of the occurrence of the event of Force Majeure. The Partners shall negotiate in good faith an amendment to this Agreement to eliminate, minimise or alleviate the Force Majeure event or the effects thereof. If no amendment is made to this Agreement within 90 days, the Lead Partner can terminate this Agreement by giving the other Partners not less than 30 days written notice. On termination under this clause, clause 3 (Term of the Agreement) shall apply.
- 22.3 Neither Partner shall be held in breach of its obligations under this Agreement, if the performance of such Partner's obligations was prevented, hindered or delayed by an event of Force Majeure.
- 22.4 No Partner shall be liable for any damage caused to the other Partners due to an event of force majeure.

23. **DISPUTES**

- 23.1 All disputes will initially be referred by a Partner to the Lead Partner, and the representative of those Partners in dispute and the Lead Partner will meet as soon as reasonably practicable to discuss the dispute. If those representatives are unable to resolve the dispute after meeting, the Lead Partner will then inform the other Partners and may, on its own initiative or upon request of a Partner, ask the Funder for advice.
- 23.2 The Partners in dispute and the Lead Partner will meet within 20 Working Days and attempt to resolve the dispute.
- 23.3 If any dispute arises out of this Agreement which the Partners are unable to resolve within 5 Working Days of their meeting pursuant to clause 22.2, the Partners will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- 23.4 To initiate a mediation a Partner must give notice in writing to the other Partners requesting a mediation (the 'ADR Notice') and send a copy of the ADR Notice to CEDR.
- 23.5 If there is any point in the conduct of the mediation (including nomination of the mediator) upon which the Partners cannot agree within 14 days from the date of the ADR Notice, CEDR will, at the request of a Partner, decide that point for the Partners, having consulted with them.
- 23.6 The mediation will start not later than 28 days after the date of the ADR Notice.
- 23.7 A Partner may not commence any court proceedings in relation to any dispute arising out of this Agreement until they have attempted to settle it by mediation and such attempt has been unsuccessful, provided that nothing in this Agreement will prevent a Partner seeking injunctive relief to prevent or stay a breach of any provision of this Agreement.
- 23.8 This Agreement is governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.
- 23.9 With a view to the performance of this Agreement, the Partners irrevocably elect the address referred to in this Agreement as their registered office and the place at which any official announcements and/or notifications may lawfully be served.

24. FREEDOM OF INFORMATION

- 24.1 The Partners acknowledge the duties of the Lead Partner and other affected Partners under the FOIA and the EIR and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.
- 24.2 The Partners shall assist and cooperate with each other to enable any Partner to comply with its disclosure obligations under the FOIA and EIR. The Partners agree:
- 24.2.1 that this Agreement and any recorded information held by a Partner on another Partner's behalf for the purposes of this Agreement are subject to the obligations and commitments of the Partners under the FOIA and EIR;
- 24.2.2 that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA and EIR is a decision solely for the Partner subject to the request;
- 24.2.3 that where a Partner receives a request for information under the FOIA or EIR, it will not respond to that request where it in whole or in part relates to data belonging to any other Data Controller unless:
- 24.2.4 it has first consulted any other relevant Data Controller and taken into account any representations received; or
- 24.2.5 where reasonable and appropriate and only with the relevant consent of the requestor has transferred the request to another Data Controller to respond.
- 24.2.6 that a Partner subject to a request, acting in accordance with the Codes of Practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the EIR, may disclose information concerning the Partners and this agreement; and
- 24.2.7 to assist a Partner subject to a request in responding to a request for information, by providing copies of all information requested by a Partner within five Business Days of that request and without charge.
- 24.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and EIR, the content of this agreement is not Confidential Information.
- 24.4 Notwithstanding any other term of this Agreement, the Partners consent to the publication of this Agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIR.
- 24.5 In preparing any copy of this Agreement for publication, a Partner may consult with the other Partners to inform decision making regarding any redactions but the final decision in relation to the redaction of information will be at the publishing Partner's absolute discretion.
- 24.6 The Partners shall assist and cooperate with each other to enable this Agreement to be published if required.
- 24.7 Where applicable, where any information is held by any sub-contractor in connection with this Agreement, the relevant Partner shall procure that such sub-contractor shall comply with the relevant obligations set out in this Clause 13, as if such sub-contractor were a party to this Agreement.
- 24.8 If a Partner receives a request under FOIA to disclose any information that, under this Agreement, is Confidential Information, it will immediately notify and consult with the other Partner. The other Partners will respond to the Partner within 5 working days after receiving the Partner's notice if that notice requests

the other Partner to provide information to assist the Partner to determine whether or not an exemption to FOIA applies to the information requested under the FOIA.

25. ANTI BRIBERY

25.1 Each Partner shall:

25.1.1 comply with Anti Bribery Law;

25.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act if such activity, practice or conduct had been carried out in the UK;

25.1.3 have and will maintain in place, its own policies and procedures, including Adequate Procedures, to ensure compliance with Anti Bribery Law and this clause 25 and will enforce them where appropriate; and

25.1.4 procure and ensure that all of its Associated Persons comply with this clause 25.

25.2 If any Partner breaches this clause 25 then, without prejudice to any other rights or remedies, the other Partners may immediately terminate this Agreement on written notice to the Partner in breach.

26. MODERN SLAVERY

26.1 The Partner will comply with the Modern Slavery Act 2015 and all associated regulations. The Partner agree not to engage in any practice or conduct which would constitute an offence under the Modern Slavery Act 2015. Breach of this clause 26 will be deemed a material breach of this Agreement.

27. DATA PROTECTION

27.1 The Parties shall:

27.1.1 comply with its obligations under any applicable data protection law, and shall not, by act or omission, put the other party in breach of, or jeopardise any registration under any such data protection law;

27.1.2 take reasonable precautions to preserve the integrity of any data which it processes and to prevent any corruption or loss of such data;

27.1.3 make a backup copy of such data every week and record the copy on media from which the data can be reloaded if there is any corruption or loss of the data;

27.1.4 comply with Annex 5

28. ENTIRE AGREEMENT

28.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

28.2 The exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this agreement, the provisions of this Agreement shall prevail.

28.3 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

29. **COUNTERPARTS**

29.1 This Agreement may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each Partner had signed the same document.

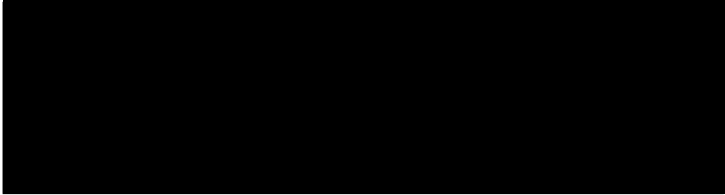
Partnership Agreement

For the Lead Partner - Birmingham City University
Name : 

Title : Deputy Vice Chancellor

Date of signature: 03-Oct-22 | 06:21:20 PDT

Authorised signature



For the Partner No 1 – Western Balkans Institute

Name

[Redacted]

Title

CEO

Date of signature:

03-Oct-22 | 19:31:53 BST

Authorised signature

[Redacted]

For the Partner No 2 – Jihočeská Univerzita v Českých Budejovicích

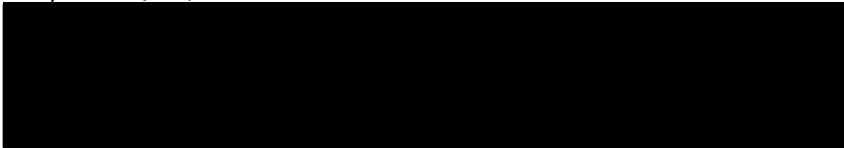
Name : Bohumil Jiroušek

Title : Prof. Dr.

Date of signature: 12-X-22 | 13:21:04 BST

Authorised signature

DocuSigned by:



For the Partner No 3 – Panepistimio Kritis

Name



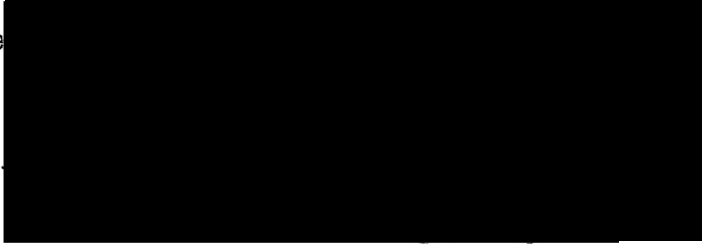
Title

: Vice - Rector

Date of signature:

23 - Dec - 2022

Authorised signature



For the Partner No 4 – Universita Degli Studi Di Napoli Federico II

Name

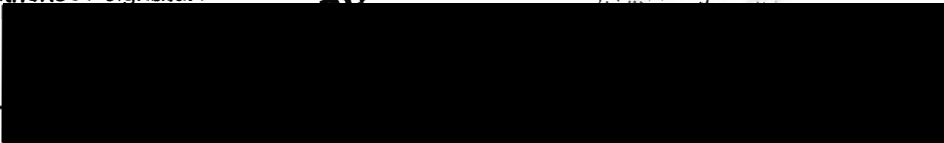


Title

: Rector

Date of signature: 31/01/2023

Authorised signature



The number of copies is the same as the number of signatories to the agreement. Each Partner hereby declares to have received a copy of the agreement.

Annex 1 – Grant Application

The Grant Application is attached hereto as an electronic PDF. Such Attachment is incorporated herein by reference and made a part hereof for all purposes, and references to this Agreement shall also include such Attachments unless the context in which such references are used shall otherwise require.



STUDENT-WELL
Project Application Fo

Annex 2 – Grant Agreement

The Grant Agreement is attached hereto as an electronic PDF. Such Attachment is incorporated herein by reference and made a part hereof for all purposes, and references to this Agreement shall also include such Attachments unless the context in which such references are used shall otherwise require.



Annex 3 – Claim Schedule and Provisional Budget

ERASMUS + PARTNERSHIP AGREEMENT of the Erasmus+ Programme, Key Action 2: Strategic Partnerships (Agreement Number: 2020-1-UK-01-KA226-HE-094622),

Partner agreement governing the implementation of the "Student Technostress in Undergraduate Distance Education: A Navigation Toolkit for Wellness

Partner Breakdown

Budget Heading	BCU (UK)	WESTERN BALKANS (SERBIA)	JHOČESKA UNIVERZITA V BRNĚ (Czech Republic)	PANEPISTIMIO KRITIS (Greece)	UNIVERSITA DEGLI STUDI DI NAPOLI FEDERICO II		
Project Management and Implementation	€	12,000 €	6,000 €	6,000 €	6,000 €	6,000 €	€ 36,000
Transnational Project Meetings	€	9,940 €	4,600 €	4,600 €	4,970 €	4,600 €	€ 28,710
Intellectual Outputs	€	33,170 €	12,580 €	21,235 €	19,865 €	29,960 €	€ 116,810
Multimedia Events	€	6,000 €	6,000 €	6,000 €	6,000 €	6,000 €	€ 30,000
Total Project Budget	€	61,110 €	29,180 €	37,835 €	36,835 €	46,560 €	€ 211,520
Payment 1 - 70%	€	42,777 €	20,426 €	26,485 €	25,785 €	32,592 €	€ 148,064
Final Payment - 30%	€	18,333 €	8,754 €	11,351 €	11,051 €	13,968 €	€ 63,456
							€ 211,520

Payment to the Partners will be subject to receipt of funds from the Funder and appropriate reporting within the deadlines specified by the Lead Partner.

Annex 4 – Project Outputs

Each party will complete the outputs as detailed in Annex II of the Grant Agreement and as agreed in the Project Application and any reasonable changes notified by the Lead to the other Partners in this Agreement.

Annex 5 – Data Sharing

The parties shall comply with this Annex 5 relating to compliance with Data Processing.

DATA PROTECTION

1. DEFINITIONS

In this Annex 5 the following definitions shall apply:

**"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 (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Data Protection Act 2018 ("DPA") and the GDPR or, in as the UK has left the European Union, all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time;

"Data Processing Particulars" means, in relation to any Processing under this Agreement:

- (a) the subject matter and duration of the Processing;
- (b) the nature and purpose of the Processing;
- (c) the type of Personal Data being Processed; and
- (d) the categories of Data Subjects;

as set out in Appendix 1.

"Data Subject Request" means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his 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;

"GDPR" means as applicable, the General Data Protection Regulation (EU) 2016/679 or the UK GDPR as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended);

"Good Industry Practice" means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and

	expert supplier of similar services to those being carried out under this Agreement, such supplier seeking to comply with its contractual obligations in full and complying with all applicable laws including the Data Protection Laws;
"ICO"	means the UK Information Commissioner's Office, or any successor or replacement body from time to time;
"ICO Correspondence"	means any correspondence or communication (whether written or verbal) from the ICO in relation to the Processing of Personal Data;
"Losses"	means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), 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;
"Permitted Recipients"	means the third parties to whom each Party is permitted to disclose the Personal Data, as set out in more detail in Appendix 1 (<i>Data Processing Particulars</i>);
"Personal Data"	means any personal data (as defined in the Data Protection Laws) Processed by either Party in connection with this Agreement, and for the purposes of this Agreement includes Sensitive Personal Data (as such Personal Data is more particularly described in Appendix 1 (<i>Data Processing Particulars</i>));
"Personal Data Breach"	has the meaning set out in the Data Protection Laws and for the avoidance of doubt , includes a breach of Paragraph 2.2.2(e);
"Processing"	has the meaning set out in the Data Protection Laws (and " Process " and " Processed " shall be construed accordingly);
"Restricted Country"	means a country, territory or jurisdiction 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;

"Services"	means work on the Project as set out in Annexes 1 and 2
"Standard Contractual Clauses"	means the Standard Contractual Clauses approved by the European Commission for transfers from Controllers in the European Economic Area to Controllers outside the European Economic Area as updated and/or amended from time to time and in their current form attached as Appendix 3 (Standard Contractual Clauses (controller to controller transfers)) to this Agreement;
"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.

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) The Lead Partner shall be a Controller where it is Processing Personal Data in relation to maintaining lists of actual and possible attendees at workshops and other events run by the network and
 - (ii) the Partners shall be Controllers where they are Processing Personal Data in relation to maintaining lists of actual and possible attendees at workshops and other events run by the network
- (c) Notwithstanding Paragraph 2.1.1(b), if either Party is deemed to be a joint Controller with the other in relation to the Personal Data, the Parties agree that they shall be jointly responsible for the compliance obligations imposed on a Controller by the Data Protection Laws, and the Parties shall cooperate to do all necessary things to enable performance of such compliance obligations, except that each Party shall be responsible, without limitation, for compliance with its data security obligations set out in Paragraph 2.2.2(e) where Personal Data has been transmitted by it, or while Personal Data is in its possession or control.

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 the Lead Partner is Data Protection Officer, Information Management Team, Birmingham City University, University House, 15 Bartholomew Row, Birmingham B5 5JU [REDACTED]
- (b) the Data Protection Officer for the Partner **Panepistimio Kritis (University of Crete-UOC)** is Data Protection Officer [REDACTED]
- (c) the Data Protection Officer/contact for Data Protection queries for the Partner **Western Balkans Institute** is [REDACTED]
- (d) the Data Protection Officer/contact for Data Protection queries for the Partner **Jihoceska Univerzita V Ceskych Budejovicich** is [REDACTED]
- (e) the Data Protection Officer/contact for Data Protection queries for the Partner **Universita Degli Studi Di Napoli Federico II** is [REDACTED]

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 ICO;
 - (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;
 - (d) ensure that all Personal Data disclosed or transferred to, or accessed by, the other Party is accurate and up-to-date, as well as adequate, relevant and not excessive to enable either Party to Process the Personal Data as envisaged under this Agreement;
 - (e) ensure that appropriate technical and organisational security measures are in place sufficient to comply with:
 - (i) at least the obligations imposed on the Controller by the Security Requirements; and
 - (ii) the obligations set out in Appendix 2 (Information Security)

and where requested provide to the Lead Partner evidence of its compliance with such requirements promptly, and in any event within forty-eight (48) hours of the request;

notify the other Parties promptly, and in any event within forty-eight (48) hours of receipt of any Data Subject Request or ICO Correspondence which relates directly or indirectly to the Processing of Personal Data under, or in connection with, this Agreement and together with such notice, provide a copy of such Data Subject Request or ICO Correspondence to the other Parties and reasonable details of the circumstances giving rise to it. In addition to providing the notice referred to in this Paragraph 2.2.20, each Party shall provide the other Party with all reasonable co-operation and assistance required in relation to any such Data Subject Request or ICO Correspondence;

- (f) use reasonable endeavours to notify the other Parties 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 relevant 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 that Party and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith):
 - (i) implement any measures necessary to restore the security of compromised Personal Data; and
 - (ii) support the other Party to make any required notifications to the ICO and/or other equivalent relevant Regulator 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 Parties or those Parties' relationships 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;
- (l) not disclose the Personal Data to a third party (including a sub-contractor) in any circumstances without the other Parties' prior written consent, save in relation to: (i) disclosures to Permitted Recipients; and (ii) Third Party Requests. For Third Party Requests, the Party seeking to disclose the Personal Data shall use reasonable endeavours to advise the other Parties in advance of such disclosure, unless that Party is prohibited by law or regulation from notifying the other Parties of that disclosure, in which case it shall do so as soon as practicable thereafter (where permitted by law or regulation) and
- (m) at the other Party's option or direction, arrange for the prompt and safe return and/or secure permanent destruction to the extent technically and legally possible (in accordance with Good Industry Practice) of all Personal Data, together with all copies in its possession or control within 21 days and, where requested by the other Party certify that such destruction has taken place.

2.3 Transfer of Personal Data to a Restricted Country

2.3.1 Notwithstanding the generality of Paragraph 2.2.2(k), the Parties acknowledge and agree that to the extent the other Parties transfer Personal Data to Western Balkans Institute in Serbia, they shall be transferring the Personal Data to a Restricted Country. In respect of this transfer the Parties shall enter into the Standard Contractual Clauses, as set out at Appendix 3 (Standard Contractual Clauses (controller to controller transfers)) to this Agreement, on the date of this Agreement, such clauses being incorporated into and forming part of this Agreement.

2.3.2 In the event that there is a change to the Standard Contractual Clauses, the Parties agree to make the minimum number of changes to this Agreement that are reasonably necessary to ensure compliance with any replacement Standard Contractual Terms.

3. INDEMNITY

3.1 Each Party shall indemnify on demand and keep indemnified the other Parties from and against all and any Losses that are sustained, suffered or incurred by, awarded against or agreed to be paid by another Party to the extent arising from a Party's breach of its obligations under this Annex 5 (Data Protection) and/or failure to comply with the Data Protection Laws.

3.2 Nothing in this Agreement shall exclude or limit a Party's liability under this Paragraph 3.

Appendix 1**Data Protection Particulars**

The subject matter and duration of the Processing	The parties are sharing data whilst participating in this Agreement for the duration of the Agreement including any terms and conditions related to funding and for a period of five years from the end of the Project.
The nature and purpose of the Processing	The parties will process information to enable compliance with the Agreement and to enable the parties to collaborate and to meet the conditions of any funding that the University has received.
The type of Personal Data being Processed	<ul style="list-style-type: none"> • Names of individuals • Company/business name • Email Address • Address • Registered Office Address • Phone Number • Mobile Phone Number • Participants details involved in events • Attendance registers • Research datasets including participant responses to demographic questions specifically age, gender, ethnicity, student status, employment status and health related variables including mental and physical health. It is intended that this data will be anonymised.

The categories of Data Subjects

Primarily personal data of any individual who is engaged on the specific projects and employees of the parties.

Appendix 2

Information Security

1. Take appropriate technical and organisational measures to protect against the unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data (including having adequate back-up procedures and disaster recovery systems) in order to comply with the seventh data protection principle;
2. Ensure that only such of its employees who may be required to assist it in meeting its obligations under the Agreement shall have access to the personal data. The Data Processor shall ensure that all employees used by it to provide the services as describe above and as defined in the Agreement have undergone training in the law of data protection.
3. Store the data it receives securely in line with policies and destroy and/or return it securely as directed by the Controller;
4. In the event that any personal data in the possession of the Data Processor become lost, corrupted or rendered unusable for any reason, the Data Processor will promptly restore such personal data using its back up and/or disaster recovery procedures at no cost to the Controller;
5. In the event that any personal data in the possession of the data processor become lost, immediately inform the Controller with a full report as to the circumstances.

Appendix 3

Commission Decision C(2004)5271

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

Data transfer agreement

Between

(1) Birmingham City University, University House, 15 Bartholomew Row, Birmingham, B5 5JU, Country; UK, hereinafter "data exporter"

and

(2) Jihoceska Univerzita V Ceskych Budejovicich, Branisovska 31A 000, - 370 05, CESKE BUDEJOVICE, Country; Czech Republic, hereinafter "data exporter"

(3) Panepistimio Kritis, University Campus Gallos 000, - 74150, Rethimno, Country; Greece, hereinafter "data exporter"

(4) Universita Degli Studi Di Napoli Federico II, Corso Umberto I, 40 - 80138, Napoli, Country; Italy hereinafter "data exporter"

Parties 1-4 hereinafter "data exporter"

and

(5) Western Balkans Institute, Tadeuša Koščuška 64 - 11000, Beograd, Country Serbia, 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.

Partnership Agreement

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 cooperate 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).

Partnership Agreement

—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 provisions¹ 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 data², or
- iii. the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: i ii iii

Initials of data importer:

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 parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. 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

¹ “Relevant provisions” means those provisions of any authorisation or decision except for the enforcement provisions of any authorisation or decision (which shall be governed by these clauses).

² However, the provisions of Annex A.5 concerning rights of access, rectification, deletion and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected.

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— 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

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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.

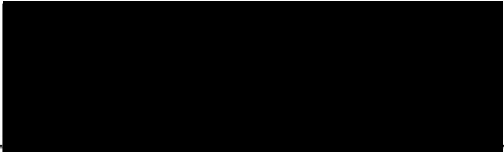
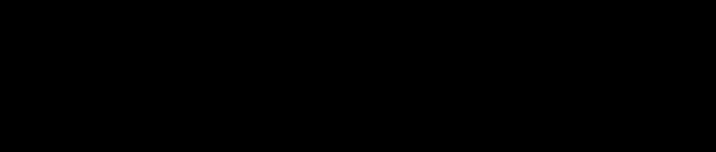
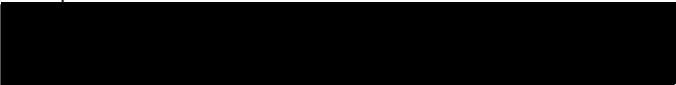
VII. Variation of these clauses

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

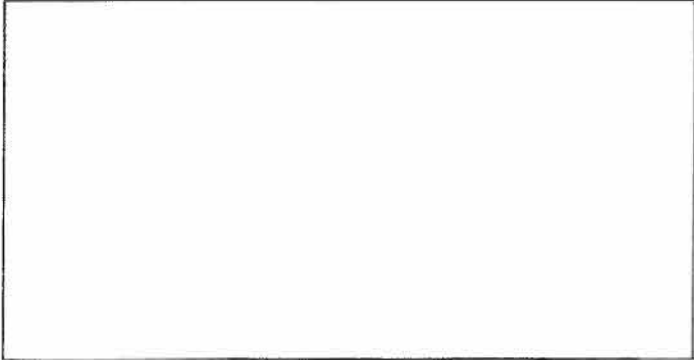
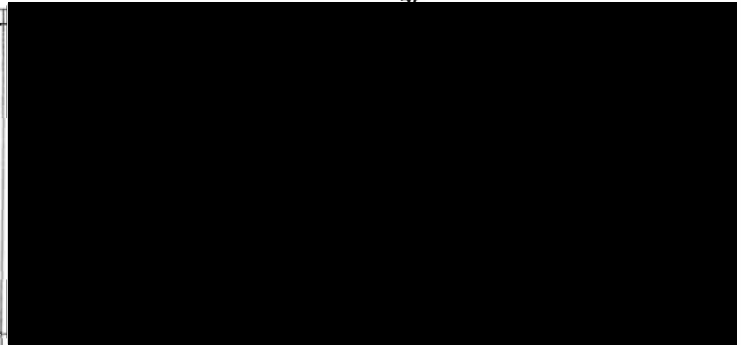
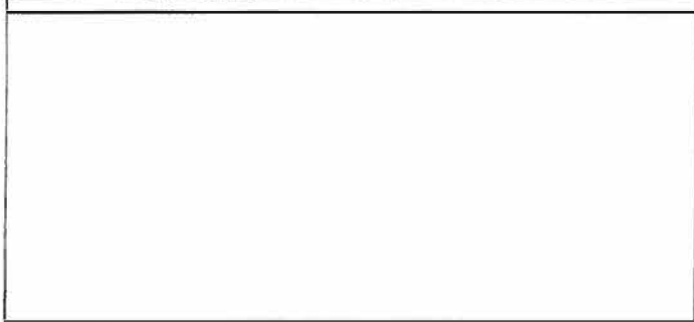
The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required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

Dated:.....

For DATA IMPORTER	FOR DATA EXPORTER
Name of Organisation: Western Balkans Institute Dated: 03-Oct-22 19:31:53 BST Signature: 	Name of Organisation: Birmingham City University Dated: 03-Oct-22 06:21:20 PDT Signature: 
	Name of Organisation: Jihoceska Univerzita V Ceskych Budejovicich Dated: 12-X-22 13:21:04 BST Signature:  me: Bohumil Jiroušek

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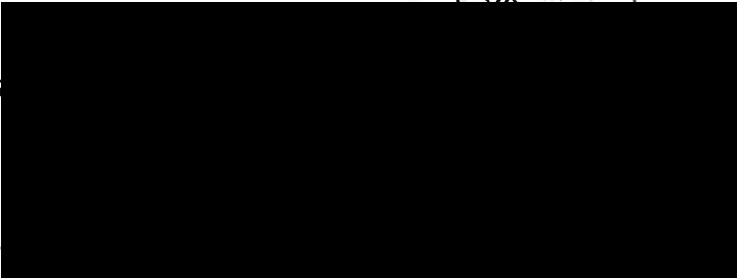
**Name of Orgasiation: Universita Degli Studi Di Napoli
Federico II**

Dated:

Signature:

Name:

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	<p>Name of Organisation: Panepistimio Kritis</p> <p>Dated:</p> <p>Signature:</p> <p>Name:</p>
	<p>Name of Orgasiation: Universita Degli Studi Di Napoli Federico II</p>  <p>S</p> 

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.

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or

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

ANNEX B

DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

Data subjects

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

Primarily personal data of any individual who is engaged on the specific projects and employees of the parties.

Purposes of the transfer(s)

The transfer is made for the following purposes:

The parties will process information to enable compliance with the Agreement and to enable the parties to collaborate and to meet the conditions of any funding that the University has received.

Categories of data

The personal data transferred concern the following categories of data:

- Names of individuals
- Company/business name
- Email Address
- Address
- Registered Office Address
- Phone Number
- Mobile Phone Number
- Participants details involved in events
- Attendance registers
- Research datasets including participant responses to demographic questions specifically age, gender, ethnicity, student status, employment status and health related variables including mental and physical health. It is intended that this data will be anonymised.

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Recipients

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

To other parties to this agreement in order to manage the Project and to the Funder.

Data protection registration information of data exporter (where applicable)

Birmingham City University – ICO registration number - Z7262717

Jihoceska Univerzita V Ceskych Budejovicich – [REDACTED]

Panepistimio Kritis -

Universita Degli Studi Di Napoli Federico II -

Additional useful information (storage limits and other relevant information)

.....
.....
.....

Contact points for data protection enquiries

Data importer

The Data Protection Officer for the Lead Partner is Data Protection Officer, Information Management Team, Birmingham City University, University House, 15 Bartholomew Row, Birmingham B5 SJU [REDACTED]

The Data Protection Officer for the Partner **Panepistimio Kritis (University of Crete-UOC)** is Data Protection Officer [REDACTED]

The Data Protection Officer/contact for Data Protection queries for the Partner **Jihoceska Univerzita V Ceskych Budejovicich** is [please insert name and email address for contact]

The Data Protection Officer/contact for Data Protection queries for the Partner **Universita Degli Studi Di Napoli Federico II** is

Data exporter

The Data Protection Officer/contact for Data Protection queries for the Partner **Western Balkans Institute** is [REDACTED]