

STUDY ABROAD AGREEMENT

between

Lancaster University, Bailrigg, Lancaster, LA1 4YW, UK

and

Dnipro University of Technology, Dnipro, Ukraine

In recognition of the new relationship between Lancaster University, hereafter referred to as “LU”, and Dnipro University of Technology, hereafter referred to as “DUT”, and the Parties’ mutual desire for continued collaboration, the two Parties named above agree to enter into a study abroad programme for the educational and cultural enrichment of both Parties.

This Agreement will become effective on the last date of signature. Unless earlier terminated in accordance with Clause 16 (Termination) below, this Agreement will terminate five (5) years from the last date of signature.

1. Objective

This Agreement is made between LU and DUT to facilitate the admission of DUT undergraduate students as visiting Study Abroad students in LU.

2. Definitions

‘Data Protection Legislation’ all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data.

‘Home University’ shall mean the university where the student is originally enrolled and intends to graduate, or where faculty/staff are normally employed.

‘Host University’ shall mean the university where the student is temporarily enrolled as a Visiting Study Abroad Student or where faculty and staff have short-term, visiting status.

‘Party, Party’s, Parties’ Lancaster University and Dnipro University of Technology.

‘UK GDPR’ (has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018) and any national laws implementing or supplementing the foregoing.

'Visiting Study Abroad Student' shall mean Home University students studying at the Host University. These students will be liable to pay tuition fees to the Host University at the appropriate rate for visiting Study Abroad students and in accordance with the Host University's standard payment terms (see article 5 below)

3. Study Abroad Programme

- 3.1 Subject to the requirements of this Agreement, beginning in the academic year 2022-23, LU agrees to receive students each academic year. DUT and LU will agree on the number of Visiting study Abroad Students that LU will receive in any one academic year
- 3.2 DUT will inform LU of the names of candidates planning to begin their studies in the following semester as laid out in the following table:

Receiving institution	Autumn term	Spring term
Lancaster University	Priority deadline: 30 th April Final deadline: 31 st May	Deadline: 30 th October

- 3.3 The obligations of the two institutions under this agreement are limited to Visiting Study Abroad Students only and do not extend to spouses and dependents.
- 3.4 Any changes that may affect the operation of the Study Abroad Programme will be notified to the other Party.
- 3.5 The Parties warrant that all information provided or made available to the other Party pursuant to any Clause of this Agreement will be true and accurate in all material respects.

4. Application, Registration and Academic Requirements

- 4.1 Selection of candidates will be made by the Home University. Visiting Study Abroad Students will be in good academic standing. Visiting Study Abroad Students must be registered at the Home University at the time of application.
- 4.2 For the avoidance of doubt, it is for each of the Parties to determine whether an individual student shall be allowed to take part in the Study Abroad scheme.
- 4.3 Any Visiting Study Abroad Student will be required to demonstrate that they meet the following entry requirements:

At Lancaster University:

- Students should have the equivalent of a GPA 3.0, grade B or credit average or equivalent;
- LU English language requirements for undergraduate Visiting Study Abroad Students can be found at <https://www.lancaster.ac.uk/studyabroad-incoming>

- 4.4 Nominated students must have successfully completed at least one year of continuous study at their Home University before the proposed study abroad period.
- 4.5 The Host University has the right to decline to accept, or to withdraw from the programme at any time, Visiting Study Abroad Students it determines are not in good financial or academic standing. The Host University will advise the Home University of any such withdrawal from the programme.
- 4.6 Neither the Home University nor the Host University will exclude students from participation in the study abroad programme on the grounds of age, disability, gender, race, religion/belief, marital status or sexual orientation.
- 4.7 Visiting Study Abroad Students at the Host University will have all the rights and privileges enjoyed by other Students on that campus. The academic requirements of both institutions will be respected and applicable policies covering matters of academic responsibility and discipline will be communicated to the incoming Study Abroad Students.
- 4.8 In keeping with UK law and established UK academic practice, both parties note Lancaster University is committed to upholding free speech and to the practice of academic freedom free from undue influence.
- 4.9 Visiting Study Abroad Students from the Home University will complete any required application and registration forms of the Host University. The Host University will send all the necessary forms and information to the Home University well in advance and will notify the Home University of the progress of the incoming Visiting Study Abroad Students' application and registration materials.
- 4.10 Visiting Study Abroad Students are required to maintain full-time enrolment and to follow the academic regulations, codes of conduct, policies and procedures of the Host University while participating in the study abroad programme. The Host University reserves the right to withdraw from its facilities any student whose conduct or work is not in accordance with the policies and procedures of the institution, or is detrimental to others, or who has been found to have violated the law of the host country.
- 4.11 Visiting Study Abroad at the Host University will have an advisor who will serve as their primary point of contact.
- 4.12 The Host University shall provide an orientation session for the Visiting Study Abroad Students on arrival.
- 4.13 Visiting Study Abroad Students will be enrolled in appropriate level courses at the Host University on a full time basis.

Courses available at LU to Visiting Study Abroad Students can be found at www.lancaster.ac.uk/studyabroad-modules

Course placement is not guaranteed, but where possible the International Office of the Host University will work with departments to enroll Visiting Study Abroad Students in courses needed for graduation, subject to satisfactory completion of application/registration materials.

- 4.14 Students enrolled as Visiting Study Abroad Students at LU will register for a course load as follows:

Michaelmas term only: 12 semester credits or 22.5 ECTS credits
Lent/Summer terms: 16-20 semester credits or 30-37.5 ECTS credits
Full Year: 32 semester credits or 60 ECTS credits

- 4.15 Visiting Study Abroad Students may study on the Host University's campus for one (1) or two (2) semesters. Students on the study abroad programme will continue as candidates for degrees at their Home University.
- 4.16 Assessment: No special assessments or examinations will be set; Visiting Study Abroad Students will be assessed on their courses in the same manner as other students at the Host University with the exception of students attending Lancaster University for the Michaelmas term only. These students will be set end of term assessments as they will not be present for the Summer exams.
- 4.17 The Host Institution will provide an official transcript of record regarding the student's academic performance during the study abroad period, to be sent directly to the Home University within a period of two (2) months, subject to Section 9 of this Agreement.
- 4.18 Any academic credit earned at the Host Institution shall be transferred to the Home Institution in accordance with procedures determined by the latter.

5. Programme Costs

- 5.1 Visiting Study Abroad Students will be liable to pay tuition fees to LU at the appropriate rate for Visiting Study Abroad Students and in accordance with Lancaster's standard payment terms.
- 5.1.1 In order to further the relationship between the two institutions, LU will, on an annual basis, confirm to DUT whether it can offer any scholarships or fee discounts to the Incoming Visiting Students for that academic year.
- 5.2 Visiting Study Abroad Students will normally be responsible for covering the costs of accommodation, food, travel and all other living expenses. The Host University will assist Visiting Study Abroad Students in finding appropriate accommodation, including, but not limited to, university housing. Where any scholarships are offered, LU will clearly state what is covered and what will remain the responsibility of the Incoming Visiting Student.

- 5.3 Students will be responsible for obtaining any visa required to study at the Host University. The Host University will make all reasonable efforts to provide any necessary documentation for this purpose.
- 5.4 Both universities agree that the following expenses shall be the responsibility of the Visiting Study Abroad Students:
- research materials;
 - certain resource fees based on the choice of courses such as lab fees;
 - international and domestic travel, accommodation, food;
 - medical insurance and/or medical expenses;
 - insurances covering travel and personal liabilities incurred while not on the university campus;
 - vacation expenses;
 - books, stationery, clothing, food and all other personal costs;
 - passport and visa costs; and
 - all debts incurred during the course of the programme.
- 5.5 Room and board are not included as part of the study abroad programme, but the Host University will assist Visiting Study Abroad Students in finding appropriate accommodation, including, but not limited to, university housing.
- 5.6 The Host University will notify the Home University of any additional costs that are likely to be incurred and are the responsibility of the Visiting Study Abroad Student, such as activity fees, resource fees, application fee(s), or non-resident registration.

6. Health and Safety

- 6.1 The Host University will undertake to provide appropriate support services to the Visiting Study Abroad Students, including any emergency circumstances that may arise.
- 6.2 The Parties will notify each other immediately upon the occurrence of any of the following:
- 6.2.1 any incident which may need to be notified by the Party to its insurers to enable the Party to bring a claim under any of its insurance policies;
 - 6.2.2 any injury to any persons or any loss of or damage to property which occurred during the provision of any part of a study abroad programme, where there is any possibility that the Party may be liable, wholly or partly, for such injury, loss or damage.
- 6.3 Any event to be notified in relation to Clause 6.2 must be notified by the quickest means possible in the circumstances and must be followed up as soon as reasonably practicable by written notice setting out in full all relevant details and Parties.

- 6.4 Each Party will indemnify each other in respect of any liability which arises as a result of any act or omission on the part of the other Party (including, without limitation, any non-compliance with health and safety legislation) except to the extent that such liability is due to a negligent act or omission on the part of the Party.

7. Freedom of Information

- 7.1 The Parties acknowledge that the other may be subject to the requirements of the UK Freedom of Information Act (2000) (hereafter FOIA) and the Environmental Information Regulations (2004) (hereafter EIRs). Each Party shall:
- 7.1.1 provide all necessary assistance and cooperation as reasonably requested by the other to enable that Party to comply with its obligations under the FOIA and EIRs;
 - 7.1.2 where they relate to the other Party, to transfer to the other all requests for information relating to this Study Abroad Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
 - 7.1.3 co-operate in the provision of information which is in its possession or control in the form that the affected Party requires within five (5) Working Days of the affected Party's request for such information.

8. Confidentiality of Student Records

- 8.1 Each Party shall preserve the confidentiality of any information (whether in written, oral or electronic form) disclosed to it by the other Party where the other Party has identified such information as being confidential, or where it would be reasonable to expect that confidentiality should attach to such information.
- 8.2 The Host University will provide the Home University with transcripts and documentation regarding the Visiting Study Abroad Students' academic performance during the Study Abroad year
- 8.3 Personal information will be transmitted back to the Home University at the end of the study abroad period. This will include, but not be limited to, student name, student ID, module/course marks.

9. Protection of Personal Data

- 9.1 **Controller, Processor, Data Subject and Personal Data** shall have the meanings given to them in Data Protection Legislation.
- 9.2 The Parties acknowledge and agree that for the purposes of this Agreement, each Party acts as Data Controller in their own right and is responsible for compliance with all obligations and duties under applicable local and national laws, and in particular Data Protection Legislation or any superseding legislation concerning data protection in respect of any Personal Data which they may process pursuant to this Agreement.

9.3 Data Sharing

9.3.1 This Clause 9 governs the sharing of students' personal information between the Parties and sets out the purposes for which that information may be used.

9.3.2 Only those staff with an operational need to access student data will be given access to do so.

9.3.3 Information shared between the Parties will be appropriately secured against unauthorized or unlawful processing and against accidental loss, destruction or damage. Both technical and organisational measures will be used to ensure the security of the information.

9.3.4 Where data is shared between the Parties it will only be used for the purpose set out in this Agreement. Any additional uses of shared data (outside of section 9.4) will require the Data Controllers written instructions.

9.4 Reason for sharing information between the Parties:

The information will be shared between the two Parties for the following purposes:

- Administration of academic courses
- Admission of students
- Student administration
- Compliance with legislation
- Student welfare support
- Advertising and promotion of both Parties and the services offered
- Management of accounts
- Security and the prevention and detection of crime

Please note that this list is not exhaustive and may be amended, subject to the written agreement by both Parties.

9.5 Information Provision

9.5.1 Student information will be shared via regular secure, encrypted electronic transfer. The transfer will ensure that both Parties, or any data Processor processing on behalf of either Party, will hold up-to-date information at that time and ensure that the details of any students who opt out of the data sharing agreement are not processed further.

9.5.2 Both Parties agree not to transfer data to third parties unless required to do so by applicable UK, Ukrainian law. If in any doubt each Party will contact the other for clarification.

9.5.3 The Parties to this Agreement agree to keep records of data processing activities and to share those records for inspection by the relevant data controller, upon request.

9.5.4 The Parties agree that a right of inspection/audit shall exist between them in relation to data processing activities. Should an inspection/audit be required this will be requested in writing and submitted to the other Party.

- 9.5.5 Both Parties agree that they will train their staff in data protection and information security and ensure that staff are aware of the reasons for the use of the data and that it is prohibited for information to be used outside of these reasons
- 9.5.6 Each Party shall:
- a) provide all necessary assistance and cooperation as reasonably requested by the other to enable that Party to comply with its obligations under Data Protection Legislation ;
 - b) where they relate to the other Party, to transfer to the other all requests for subject access relating to this Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
 - c) co-operate in the provision of information which is in its possession or control in the form that the affected Party requires within five (5) Working Days of the affected Party's request for such information.
- 9.6 Restrictions on the use of personal information
- 9.6.1 The information shared between the Parties, or any Data Processor acting on behalf of either Party, shall not be passed to any third Party without the express consent of the Data Subject(s) concerned, except under the following conditions:
- a) Where there has been written or minuted permission from the Information Governance Manager or Head of Governance Services at LU or the chief legal officer at DUT.
 - b) Where the information is released to a Data Processor with a data sharing agreement signed and approved by both Parties.
 - c) Where an overriding statutory obligation exists
- 9.6.2 The Personal Data shared between the Parties shall not, without the express consent of the Data Subject(s) concerned, be used for the purpose of marketing services provided by organisations or individuals other than LU or DUT.
- 9.6.3 Data Subjects are to be given an option in each marketing mailing to opt out of future mailings.
- 9.6.4 Information that is sent to students is to relate directly to the operational activities of the Parties, or to products and services provided by the Parties which are of genuine benefit to the recipients.
- 9.7 Data Breach
- In the event of a suspected data breach, the affected Party will notify the other immediately, but no later than 48 hours after discovery.
- 9.8 Retention of data
- Personal information relating to Visiting Study Abroad Students will be retained by LU in line with its stated records retention periods. The retention schedule is available: <https://www.lancaster.ac.uk/strategic-planning-and-governance/records-management/>
- This clause shall survive the termination, for any reason, or the expiry of this Agreement.

10. Intellectual Property

Each Party shall retain all right, title, and interest (including all copyrights, patents, service marks, trademarks, and other intellectual property rights) in its intellectual property. Neither Party shall acquire any interest in the other party's service marks, trademarks or any other materials, or any copies or portions thereof, provided by such party pursuant to this Agreement.

11. Force Majeure

- 11.1 Neither Party shall be held liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the non-performing Party, including fires, floods, earthquakes, embargoes, shortages, epidemics, quarantines, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotion, strikes, lockouts or other labour disturbances, acts of God or acts, omissions or delays in acting by any governmental authority. The non-performing Party shall notify the other Party of such force majeure within ten (10) days after such occurrence by giving written notice to the other Party stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimise its effect. The suspension of performance shall be of no greater scope and no longer duration than is necessary and the non-performing Party shall use commercially reasonable efforts to remedy its inability to perform.
- 11.2 Either Party may, during the continuance of any Force Majeure Event, terminate this Agreement in accordance with Clause 16.

12 Warranties and Representations

- 12.1 Each Party warrants, represents and undertakes that:
- 12.1.1 it has full capacity and authority to enter into and to perform the Agreement;
 - 12.1.2 the Agreement is executed by a duly authorised representative of that Party;
 - 12.1.3 there are no actions, suits or proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body or arbitration tribunal that might affect the ability of that Party to meet and carry out its obligations under the Agreement;
 - 12.1.4 once duly executed, the Agreement will constitute its legal, valid and binding obligations;
- 12.2 Each Party undertakes, warrants and represents on an ongoing basis that:
- 12.2.1 it will perform and procure the performance of its obligations under the Agreement in compliance with all Applicable Laws;

12.2.2 it has, and will continue to hold, all consents and regulatory approvals necessary to perform its obligations under the Agreement;

13 Dispute Resolution

13.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement within twenty (20) Working Days of either Party notifying the other of the dispute. Such efforts shall involve the escalation of the dispute ultimately to LU's Director of Strategic Planning and Governance and Vice-Rector for Perspective Development at DUT.

14 Limitations on Liability

14.1 Nothing in the Agreement shall limit or exclude either Party's liability for:

14.1.1 death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;

14.1.2 fraud or fraudulent misrepresentation; and

14.1.3 any other liability which cannot be limited or excluded by law.

14.2 Neither Party to this Agreement shall have any liability to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any indirect or consequential loss arising under or in connection with the Agreement.

14.3 Each Party's total aggregate liability in respect of all claims, losses or damages, whether arising from tort (including negligence), breach of statutory duty, restitution, breach of contract or otherwise under or in connection with the Agreement shall in no event exceed £100,000.

14.4 Nothing in the Agreement shall be taken as in any way reducing or affecting a general duty to mitigate loss suffered by a Party.

15 Termination

This Agreement may be terminated at any time by mutual consent of the Parties in writing, or by either Party with 180 days' written notice to the other Party. Visiting Study Abroad Students actively participating in the programme at the time of termination may continue through to the conclusion of the study abroad period in progress at the time of termination under the terms and conditions of this Agreement at the time of the termination.

16 Insurance

16.1 It is the responsibility of Visiting Study Abroad Students to ensure that they have health and travel insurance, as well as insurance for their personal belongings.

16.1.1 At LU, Visiting Study Abroad Students studying for longer than six (6) months are covered by the UK's National Health Service. Students studying for less than six (6) months will need to ensure that they have private health insurance prior to arrival in the UK.

16.2 Both institutions shall for the duration of this Agreement maintain appropriate public liability insurance.

17 Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of England and the Parties agree to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising under this Agreement without prejudice to the Parties' right to enforce a judgement or order obtained from the English courts in any other jurisdiction.

18 Notices

Any notices that may be required under this Agreement shall be sent to the individuals identified in this section.

For Lancaster University:

Name: Sarah Hutchinson

Title: Head of Global Experiences and Mobility

Address: Welcome Centre

Lancaster University

Lancaster, LA1 4YW, UK

Email: globalexperiences@lancaster.ac.uk

For Dnipro University of Technology

Name: Kateryna Zhabchyk

Title: Head of the International Academic Mobility Office

Address: International Academic Mobility Office, Dnipro University of Technology, Dnipro, Dmytro Yavornytskyi ave., building 19/4, room 33

Tel: +380936285027

Email: prychyna.k.s@nmu.one

19 No Third Party Beneficiaries

LU and DUT are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

20 Entire Agreement

This Agreement constitutes the entire agreement between the Parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. LU and DUT, by the signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.



On behalf of Lancaster University

Professor Simon Guy
*Pro-Vice-Chancellor Global (Digital,
International, Sustainability)*

Date _____

*On behalf of Dnipro University of
Technology*

Professor Oleksandr Aziukovskyy
Rector

Date 24.01.2023

