



**UNIVERSITÀ
DEGLI STUDI
DI TRIESTE**

Inter-institutional agreement

Learning mobility for higher education students

The institutions named below agree to cooperate for the exchange of students. This agreement is valid for the academic years 2024/25 to 2028/29.

The institutions commit to sound and transparent management of student exchanges and to respect the quality requirements set in Annex 1: Principles of bi-lateral exchanges.

The institutions recognise that they are required to share personal data in order to fulfil the terms of this agreement and agree to comply with the contractual terms set out in Annex 2: Data Protection Compliance

Information about the higher education institutions

Name of the institution	Institution City	Contact details (email, phone)	Websites
Heriot-Watt University	Edinburgh	<p>Contact for agreements :</p> <p>Steve Watson Manager, Global Student Office Heriot-Watt University Global Student Office, Hugh Nisbet Building, Edinburgh, Riccarton, EH14 4AS hwwexchange@hw.ac.uk</p> <p>Contact for data protection matters: Data Protection Officer Dataprotection@hw.ac.uk</p>	<p>General: Heriot-Watt University (hw.ac.uk)</p> <p>Faculty/faculties: Schools - Heriot-Watt University (hw.ac.uk)</p> <p>Course catalogue: Search UK courses – Heriot-Watt University (hw.ac.uk)</p> <p>https://www.hw.ac.uk/study/international/visiting-exchange/course-catalogue.htm</p>
University of Trieste Università degli Studi di Trieste	Trieste	<p>Contact for agreements: Carla Savastano Salvi, Development Cooperation and University Networks carla.savastano@amm.units.it</p> <p>+39 040 558 3002</p> <p>Contact for data protection matters:</p>	<p>General: https://www.units.it/</p> <p>Faculty/faculties: DEAMS, https://deams.units.it/</p> <p>Course catalogue: https://esse3.units.it/Guide/Home.do</p>

		incoming.students@amm.units.it	
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1. Mobility numbers per academic year

The partners agree to update the mobility data, whenever possible, by no later than the end of September in the preceding academic year formally via an amendment of the inter-institutional agreement.

Two exchange students enrolling for one semester will be equivalent to one exchange student enrolling for one academic year.

FROM	TO	Subject area name	Study cycle	Number of student mobility periods
Student Mobility for Studies				
Heriot-Watt University	University of Trieste	International Business Management with a Year Abroad	First Cycle (Undergraduate)	4 x 10
University of Trieste	Heriot-Watt University	International Business Management with a Year Abroad	First Cycle (Undergraduate)	4 x 10

2. Recommended language skills

The sending institution, following agreement with the receiving institution, is responsible for providing support to its nominated candidates so that they can have the recommended language skills¹ at the start of the mobility period (see also section 5 "Preparation and Support").

Receiving institution	Language of instruction 1	Language of instruction 2	Required level
Heriot-Watt University	English	N/A	B2
University of Trieste	Italian	English	B2

For more details on the language of instruction recommendations, see the course catalogue of each institution. The links to the course catalogue are provided in the first section.

3. Partnership arrangements: fees

In accordance with Annex 1: Principles of Bi-lateral Agreement, partners commit to charge no additional fees to students:

¹ For an easier and consistent understanding of language requirements, it is recommended to use the Common European Framework of Reference for Languages (CEFR): <http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr>

- In connection with the organisation or administration of their mobility period.
- For tuition, registration, examinations or access to laboratory and library facilities. Nevertheless, they may be charged small fees on the same basis as local students for costs such as insurance, student unions and the use of miscellaneous material.

4. Outreach and Selection of participants: calendar, application procedure and requirements

- Partners commit to doing outreach to participants with fewer opportunities to encourage their participation in the Exchange and, where needed, agree on a common strategy to meet indicative inclusion targets.
- Partners commit to running selection procedures for mobility activities that are fair, transparent and documented, ensuring equal opportunities to participants eligible for mobility. The calls for applications must be public and an appeal procedure must be in place. Under no circumstances, shall applicants and selected participants incur any costs during application and selection procedures.
- Partners will ensure that other elements beyond academic merit are taken into account to ensure participation of students with fewer opportunities. Selection criteria and procedures must be clearly communicated in the call for applications.

Applications/information on nominated students must reach the receiving institution by:

Receiving institution	Term duration	Deadline
Heriot-Watt University	Fall Term: from September to December Spring Term: from January to May	Fall term nomination: 15/05 Fall term application: 15/06 Spring term nomination: 15/09 Spring term application: 15/10
University of Trieste	Fall Term: Mid September – Mid of February Spring Term: End of February – Mid July	Fall Term: Winter term nomination deadline: 31st May Winter term application deadline: 31st July Spring term nomination deadline: 30th November Spring term application deadline: 14th January

The receiving institution will send a transcript of grades for each of the participating students to the sending University after completion of the period of study if applicable.

The partners commit to have a fair, transparent, coherent and documented application and selection procedure outlined in their respective websites and regularly updated, together with the contact details of the relevant department:

Application procedure (optional)		
Receiving Institution	Contact details (email, phone)	Website for information
Heriot-Watt University	hwuexchange@hw.ac.uk	Incoming exchange students - Heriot-Watt University (hw.ac.uk)
University of Trieste	incoming.students@amm.units.it	STUDENTI INCOMING - Programma ERASMUS+ - Università di Trieste (units.it)

5. Preparation and support

Partners commit to the following preparation and support measures. Information and assistance can be provided by the contact points and information sources in the table below:

- The receiving institution will guide incoming mobile participants in finding **accommodation**.
- Ensure that outgoing mobile participants are well prepared for their activities abroad, including blended mobility, by undertaking activities to achieve the necessary level of **linguistic proficiency** and develop their **intercultural competences**.
- Provide assistance related to obtaining **visas**, when required, for incoming and outgoing mobile participants, according to Annex 1 Principles of bi-lateral exchange.
- Provide assistance related to obtaining **insurance**, when required, for incoming and outgoing mobile participants. The receiving institution will inform mobile participants of cases in which insurance cover is not automatically provided.
- The receiving institution will inform about the existence of relevant infrastructure and provide support to incoming **participants with fewer opportunities**.
- Provide **appropriate support arrangements** for mobile participants, including for those pursuing blended mobility, as well as **integrate incoming mobile participants** into the wider student community and in the Institution's everyday life.

Preparatory & Support Measures	Institution Name	Contact details (email, phone)	Website for information & arrangements
Accommodation	Heriot-Watt University	Edinburgh Campus halls@hw.ac.uk +44 131 451 3509 Borders Campus bordershalls@hw.ac.uk +44 (0)1896 892 273	Accommodation at Edinburgh Campus Heriot-Watt (hw.ac.uk) https://www.hw.ac.uk/uk/borders/accommodation.htm
	University of Trieste	incoming_students@amm.units.it	https://www.units.it/en/prospective-students/accommodation-and-facilities https://linktr.ee/esntrieste http://www.welcomeoffice.fvg.it/practical-info/accommodation/
Language support	Heriot-Watt University	hwuexchange@hw.ac.uk	Incoming exchange students - Heriot-Watt University (hw.ac.uk)
	University of Trieste	incoming_students@amm.units.it	STUDENTI INCOMING - Programma ERASMUS+ - Università di Trieste (units.it)
Visa	Heriot-Watt University	Global Student Office hwuexchange@hw.ac.uk	Incoming exchange students - Heriot-Watt University (hw.ac.uk) UK campus students - Heriot-Watt University (hw.ac.uk)
	University of Trieste	incoming_students@amm.units.it	http://www.welcomeoffice.fvg.it/practical-info/entry-and-stay/
Insurance	Heriot-Watt University	hwuexchange@hw.ac.uk	Incoming exchange students - Heriot-Watt University (hw.ac.uk)
	University of Trieste	incoming_students@amm.units.it	http://www.welcomeoffice.fvg.it/practical-info/entry-and-stay/
Inclusion of participants with fewer opportunities	Heriot-Watt University	hwuexchange@hw.ac.uk disability@hw.ac.uk	Incoming exchange students - Heriot-Watt University (hw.ac.uk) Disability support at the Edinburgh Campus (hw.ac.uk)
	University of Trieste	incoming_students@amm.units.it	https://portale.units.it/en/services/disability

		disabili.dsa@units.it	
Mentoring	Heriot-Watt University	hwuexchange@hw.ac.uk	https://www.hw.ac.uk/alumni.htm
	University of Trieste	incoming_students@amm.units.it	http://www.welcomeoffice.fvg.it/practical-info/entry-and-stay/
Alumni information	Heriot-Watt University	watt.club@hw.ac.uk	https://www.hw.ac.uk/study/why/international-alumni.htm
	University of Trieste	NA	NA

6. Recognition

Institutions commit to:

- Ensure recognition for activities satisfactorily completed.
- Ensure that student mobility for education is based on a learning agreement validated in advance between the sending and receiving institutions or non-academic organisations and the mobile participants.
- Accept all activities indicated in the learning agreement, or according to the learning outcomes of the modules completed abroad, as automatically counting towards the degree, provided these have been satisfactorily completed by the mobile student.
- Partners commit to taking measures to ensure recognition of student mobility upon their return, including:
 - Providing incoming mobile students and their sending institutions with free-of-charge transcripts. The documents must be in English or in the language of the sending institution and containing a full, accurate and timely record of the achievements at the end of the mobility period.
 - A Transcript of Records will be issued by the receiving institution no later than 5 weeks after the assessment period has finished at the receiving HEI.

7. Grading systems of the institutions

It is recommended that receiving institutions provide the statistical distribution of grades according to the descriptions in the ECTS users' guide (http://ec.europa.eu/education/tools/docs/ects-guide_en.pdf). A link to a webpage can be enough. The table will facilitate the interpretation of each grade awarded to students and will facilitate the credit transfer by the sending institution.

Institution Name	EGRACONS [If applicable]	Website for information
Heriot-Watt University	N/A	https://www.hw.ac.uk/study/international/visiting-exchange/course-credit-transfer.htm
University of Trieste	University of Trieste works on 60 ECTS per year. The pass mark is 18/30 for both Undergraduate and Postgraduate.	http://egracons.eu/

8. Student Matters

- 8.1 Students will have individual responsibility for applying for and maintaining the correct immigration status and meeting visa requirements for the exchange. If an institution is responsible for student visa sponsorship of a student under UK immigration licensing (or whatever immigration rules or scheme applies if either University is not UK based) then both institutions shall put in place student attendance and engagement arrangements to enable the obligated institution to fulfil its obligations under its student visa licence (or such other obligations as may be applicable in its country of jurisdiction). In addition, the other institution shall provide the obligated Party with such information it may request to fulfil said obligations.
- 8.2 Students will be required to adhere to the relevant regulations, rules, policies and procedures of the Host University while at the Host University.

9 Confidentiality

- 9.1 Unless otherwise agreed between the parties in writing, strictest commercial confidence must be maintained with respect to all information received as part of the delivery of the Programme including, but not limited to, tuition fee sharing arrangements, individual student admissions, pass marks and pass rates or decisions of examiners, unless explicitly required to under law. Where so required to disclose such information, the Institution concerned must make the other party aware of this where possible and reasonable to do so.
- 9.2 The parties agree to keep other informed on all relevant confidentiality matters concerning this Agreement where reasonable to do so.

10 Prevention of Bribery, Corruption and Fraud

- 10.1 In accordance with UK Government requirements, the parties shall:
- (a) **Comply** with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including, but not limited to, the UK Bribery Act 2010 (Relevant Requirements).
 - (b) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (c) comply with Heriot-Watt University's Ethical Business: Bribery Prevention Policy, which is located: <https://www.hw.ac.uk/documents/ethical-business-fraud-bribery-prevention-policy.pdf>
 - (d) ensure that all persons associated with the parties or other persons who are performing services in connection with this agreement comply with this clause.

11. Force Majeure

- 11.1 If either party is affected by Force Majeure (any unforeseeable and insuperable event affecting the carrying out of this Agreement by either Party) it shall forthwith notify the other Party of the nature and extent of the Force Majeure.
- 11.2 No party shall be deemed in breach of this Agreement or otherwise be liable to the other Party by reason of any delay in performance or non-performance of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure; and the time for performance of that obligation shall be extended accordingly.

12. General

- 12.1 Nothing in this Agreement is intended to or is to operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other. Neither party has authority to act in the name or on behalf of or otherwise to bind the other party in any way.
- 12.2 Unless this Agreement expressly states otherwise, no right or obligation arising under this Agreement may be assigned, transferred or otherwise disposed of, in whole or in part, without the prior written consent of the parties.
- 12.3 Unless this Agreement expressly states otherwise:
- (a) a person who is not a party to this Agreement has no right to enforce any of its terms; and

(b) if a person who is not a party to this Agreement is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, the parties may rescind or vary this Agreement without the consent of that person.

- 12.4 All notices to be given and other documentation to be sent under the terms of this Agreement may be delivered personally, or by institutional email to the responsible officers listed on this Agreement or sent by signed for international post, and addressed to the relevant party at the address set out at the start of this Agreement, or such other address as may be provided by the relevant party from time to time for that purpose. Any notice or other documentation shall be deemed to have been served, if delivered personally, on the day of delivery, if emailed, by delivery receipt, and, if posted, on the day on which it is signed for. In proving the posting of any notice or other documentation, it shall be sufficient to produce a copy of the notice or other documentation properly addressed with the relevant post office receipt for its despatch by signed for international post.
- 12.5 This Agreement may only be amended in writing signed by duly authorised representatives of each of the parties.
- 12.6 No failure or delay by either party in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy nor will any single or partial exercise or waiver of any such right or remedy preclude its further exercise or the exercise of any other right or remedy.
- 12.7 If any one or more of the provisions contained in this Agreement is, in whole or in part, invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the provision in question shall to the extent it is invalid, illegal or unenforceable be deemed not to form part of this Agreement and shall be replaced with another provision which achieves the result of the invalid, illegal or unenforceable provision to the greatest extent permitted by law.
- 12.8 Subject to 12.9 below, if applicable, this Agreement constitutes the entire agreement between the parties in relation to its subject matter.
- 12.9 Where required for funding purposes the parties agree to sign the Erasmus+ Programme Bilateral Inter-Institutional Agreement among EM Member States and third countries associated to the Programme. In the event of any discrepancy between this agreement and the funding agreement, this agreement shall prevail as between the parties.

13. Dispute Resolution

- 13.1 The parties shall attempt to resolve in good faith any dispute arising between them out of the operation of this Agreement.
- 13.2 In the event of any dispute arising between the parties that cannot be resolved under 13.1 above in respect of the terms of this Agreement or the operation of the exchange placement scheme, the dispute will be referred to a committee of at least three people, comprising the Principal of each Institution or his or her nominated representative and an independent third party agreed by the parties. The third party shall act as chairman of the committee. The committee shall act in good faith and use all reasonable endeavours to resolve the dispute to the mutual satisfaction of the parties.

14. Termination of the agreement

- 14.1 Either party may terminate this Agreement:

(a) by giving to the other not less than one academic year's notice in writing;

(b) with immediate effect by notice in writing if the other party commits a material breach (which may consist of a series of minor breaches) of the terms of this Agreement;

(c) with immediate effect by notice in writing if the other party is subject to a change of control, becomes insolvent, is unable to pay its debts as and when due or otherwise ceases to exist.

If notice of termination has been given under this clause, the parties shall:

(a) agree in writing a mechanism for ensuring that students are able to complete their studies at the Host Institution or other suitable institution;

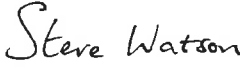
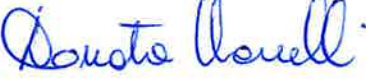
(b) cease to promote or market the inter-institutional agreement and not register any new students.

15. Governing Law and Jurisdiction

15.1 This Agreement shall be governed in accordance with Scots law. In the event of any dispute hereunder which cannot be resolved to the parties' mutual satisfaction, the dispute shall be submitted to the exclusive jurisdiction of the Scottish Courts.

15.2 This Agreement may be executed in any number of counterparts. Where executed in counterparts, this Agreement will not take effect until each of the counterparts has been delivered (which delivery may be made by electronic means). Without prejudice to the validity of the Agreement thus made, each party shall provide the other with an original of such counterpart as soon as reasonably possible thereafter.

IN WITNESS WHEREOF these presents, consisting of this and the seven (7) preceding pages, are signed by the parties in duplicate as follows:

Institution Name	Name, function	Date	Signature ²
Heriot-Watt University	Steve Watson Manager, Global Student Office	08.07.2024	
University of Trieste	The Dean of the Department of Economics, Business, Mathematics and Statistics Prof. Donata Vianelli	15/07/2024	

² Scanned copies of signatures or digital signatures may be accepted depending on the national legislation

Annex 1: Principles of bi-lateral exchanges

Each Institution undertakes to:

- Respect in full the principles of non-discrimination, transparency and inclusion.
- Ensure equal and equitable access and opportunities to current and prospective participants from all backgrounds, paying particular attention to the inclusion of those with fewer opportunities. These include participants from all study fields underrepresented in mobility such as participants with physical, mental and health related conditions, from ethnic minority, mature students, students who are first in their family to attend university, students who work or are professional athletes.
- Ensure full automatic recognition of all credits (based on the European Credit Transfer and Accumulation System – ECTS) gained for learning outcomes satisfactorily achieved during a period of study/training abroad, including during blended mobility.
- Charge no fees, in the case of credit mobility, to incoming mobile students for tuition, registration, examinations or access to laboratory and library facilities.
- Ensure the quality of the mobility activities and of the cooperation projects throughout the application and implementation phases.
- Implement the following priorities:
 - Promote environmentally friendly practices in all activities related to exchanges.
 - Encourage the participation of individuals with fewer opportunities.
 - Promote civic engagement and encouraging students and staff to get involved as active citizens before, during and after their participation in a mobility activity or cooperation project.

WHEN PARTICIPATING IN MOBILITY ACTIVITIES

Before mobility

- Ensure that selection procedures for mobility activities are fair, transparent, coherent and documented.
- Publish and regularly update the course catalogue on the website well in advance of the mobility periods, so as to be transparent to all parties and allow mobile students to make well-informed choices about the courses they will follow.
- Publish and regularly update information on the grading system used and grade distribution tables for all study programmes. Ensure that students receive clear and transparent information on recognition and grade conversion procedures.
- Carry out mobility for the purpose of studying and undertaking research only within the framework of prior agreements between institutions which establish the respective roles and responsibilities of the parties, as well as their commitment to shared quality criteria in the selection, preparation, reception, support and integration of mobile participants.
- Ensure that outgoing mobile participants are well prepared for their activities abroad, including blended mobility, by undertaking activities to achieve the necessary level of linguistic proficiency and develop their intercultural competences.
- Ensure that student mobility is based on a learning agreement for students, validated in advance between the sending and receiving institutions and the mobile participants.
- Provide active support to incoming mobile participants throughout the process of finding accommodation.
- Provide assistance related to obtaining visas, when required, for incoming and outgoing mobile participants.
- Provide assistance related to obtaining insurance, when required, for incoming and outgoing mobile participants.

During mobility

- Ensure equal academic treatment and the quality of services for incoming students.
- Promote measures that ensure the safety of outgoing and incoming mobile participants.
- Integrate incoming mobile participants into the wider student community and in the Institution's everyday life.
- Provide appropriate mentoring and support arrangements for mobile participants, including for those pursuing blended mobility.
- Provide appropriate language support to incoming mobile participants.

After mobility

- Provide incoming mobile students and their sending institutions with transcripts of records containing a full, accurate and timely record of their achievements at the end of the mobility period.
- Ensure that all ECTS credits gained for learning outcomes satisfactorily achieved during a period of study/training abroad, including during blended mobility, are fully and automatically recognised as agreed in the learning agreement and confirmed by the transcript of records / traineeship certificate; transfer those credits without delay into the student's records, count them towards the student's degree without any additional work or assessment of the student and make them traceable in the student's transcript of records and the Diploma Supplement
- Ensure that these principles are well communicated and are applied by staff at all levels of the Institution.

Annex 2 Data Protection Compliance

This Annex governs the sharing of certain personal data and other confidential information between the parties (each partner being a data controller in respect of such data).

The parties hereby agree as follows:

Definitions:

“DP Laws” means any law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing, privacy and use of personal data, as applicable to HWU, XXXX and/or this Agreement, as may be applicable in the relevant jurisdiction, including:

the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”); and/or

the UK General Data Protection Regulation (“UK GDPR”) and/or

the UK Data Protection Act 2018 (“UK DPA 2018”); and/or

any corresponding or equivalent national laws or regulations in the UK or Partner Institution’s jurisdiction, once in force and applicable,

and includes any judicial or administrative interpretation of them, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by the UK Information Commissioner’s Office (“ICO”) or any applicable Supervisory Authority.

“Confidential information” is information, whether disclosed in writing or verbally, in any form whatsoever, which the disclosing party has a legal obligation or business need to keep confidential.

“Data Subject Request” means a request made by a data subject to exercise any rights of data subjects under DP Laws.

“FOI Law” means any law, enactment, regulation, regulatory policy, by-law, ordinance or subordinate legislation relating to freedom of information, including without limitation the Freedom of Information (Scotland) Act 2002 as amended or replaced from time to time.

“Personal Information” has the meaning given to it in Clause 1.1 below.

The terms “data controller”, “data processor”, “data subject”, “personal data”, “process”, “processing” and “Supervisory Authority” are as defined in the DP Laws.

A: Each party shall and hereby agrees and undertakes to:

- fulfil its obligations under the DP Laws in respect of any personal data disclosed by it to the other party pursuant to this Agreement (the “Personal Information”), including in particular to ensure there is a lawful basis on which to process the Personal Information, and to comply with the data protection principles set out therein, and/or any other privacy law as may be applicable in relevant jurisdictions; and
- maintain the confidentiality of any Personal Information and Confidential Information which is disclosed to it by the other party pursuant to this Agreement, including having appropriate technical and organisational measures in place to enable it to do so.

B: Each party shall implement and maintain, at its cost and expense, appropriate technical and organisational measures in relation to its processing of Personal Information and shall ensure that the security it implements is appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure of or access to Personal Information transmitted, stored or otherwise processed.

C: In processing Personal Information received from the other party (the “disclosing party”), each party (the “receiving party”) shall:

- ensure that only responsible officers within its organisation have access to the Personal Information; that any person acting under its authority who has access to the Personal Information, processes the Personal Information only in accordance with the details of data sharing as set out in Annex A; and that each of its staff, agents and contractors processing Personal Information are bound by appropriate obligations of confidentiality in respect of any Personal Information that they process; and
- not use or share any Personal Information except in accordance with the details of data sharing as set out in Annex A, unless otherwise agreed by the parties in writing or as is required by law; and
- Have in place binding contractual agreements and maintain records of processing activities of any contractual or statutory obligations that require it to disclose the Personal Information shared under this agreement with other data controllers.

D: The disclosing party shall, in respect of Personal Information that it is to disclose to the receiving party:

- ensure that their privacy notices are clear and provide sufficient information to data subjects to whom such Personal Information relates, to enable them to understand what of their Personal Information is being shared with the receiving party, the circumstances in which it will be shared, the purpose for the data sharing and either the identity of the receiving party or a description of the type of organisation that will receive the Personal Information; and
- use all reasonable endeavours to ensure that before sharing any Personal Information with the receiving party, such data are accurate and not excessive for the Purpose.

E: The receiving party undertakes to inform the data subjects, in accordance with the DP Laws, of the purposes for which it will process their Personal Information and provide all of the information that it must provide, in accordance with the DP Laws, to ensure the data subjects understand how their Personal Information will be processed by the receiving party.

F: The receiving party shall not transfer any Personal Data to any countries outside the EEA deemed by the European Commission not to ensure an adequate level of data protection. In the event of the European Commission rescinding its Adequacy Decision of 28 June 2021 for the United Kingdom, the parties will complete an international data transfer risk assessment and agree an alternative legal safeguard for continued transfer of Personal Data to HWU.

G: The receiving party shall have in place procedures so that any third party it authorises to have access to the Personal Information shared under this agreement, including processors, will respect and maintain the confidentiality and security of the personal data. The receiving party shall appoint the relevant data processor under a binding written contract which imposes on the data processor data protection obligations sufficient to comply with the DP Laws. The receiving party shall at all times remain liable for the acts and omissions of any data processor engaged by it.

H: The receiving party shall not use Personal Information, or Confidential Information transferred to it by the disclosing party, in presentations, software demonstrations or for other training purposes, unless such purposes are expressly set out in the details of data sharing as set out in this Annex.

I: The receiving party shall:

- within two working days notify the disclosing party if it receives any correspondence from either (i) a data subject in relation to a Data Subject Request or (ii) an applicable Supervisory Authority, in relation to the Personal Information or this Agreement. The receiving party shall consult with the disclosing party prior to responding to any such correspondence;
- promptly upon request provide reasonable assistance, information and cooperation to the disclosing party to ensure compliance with the disclosing party’s obligations under DP Laws with respect to:
 - ❖ Data Subject Requests;
 - ❖ security of processing;
 - ❖ notification by the disclosing party of breaches to the applicable Supervisory Authority or data subjects; and
 - ❖ data protection impact assessments and prior consultation with an applicable Supervisory Authority regarding high-risk processing.

J: In respect of any personal data breach (actual or suspected) related to the Purpose or this Agreement, each party shall notify the other party of any such breach, and they shall provide each other with such details relating to the breach as may be reasonably required, in each case without undue delay (and in any event within one working day of becoming aware of the breach.) The parties shall provide each other with reasonable assistance as is necessary to facilitate the handling of any personal data breach involving Personal Information in an expeditious and compliant manner. Notification for the purposes of this Clause shall be made by email to the data protection contacts listed in this Agreement.

K: In relation to potential liabilities which may arise from misuse or breach of this Agreement by the receiving party's staff, agents or contractors in respect of the use of Personal Information or other Confidential Information provided to it by the disclosing party, each party will be responsible for the liability, or its share of the liability, arising from its own acts or negligence, and will not be responsible for the other party's liabilities. Each party will be required to make appropriate arrangements which will be sufficient to provide adequate cover both for potential claims arising from any potential liabilities and to cover the legal costs of defending those claims.

L: Any limits to the liabilities and responsibilities set out in this Agreement or any related agreements are without prejudice to each party's own liabilities as data controller under the DP Laws.

M: This Agreement imposes no confidentiality obligation upon a receiving party with respect to Confidential Information which:

- was known to the receiving party before receipt from the disclosing party;
- is or becomes publicly available through no fault of the receiving party;
- is rightfully received by the receiving party from a third party without a duty of confidentiality;
- is disclosed by the disclosing party to a third party without a duty of confidentiality on that third party; or
- is disclosed by the receiving party with the disclosing party's prior written approval.

N: Each party acknowledges that the existence of this Agreement may be subject to requests made pursuant to FOI Law and, subject to any applicable exemptions as determined by HWU or the other partner (to the extent that they are subject to FOI Law), the content of this Agreement may be disclosed pursuant to FOI Law. If the receiving party is required by a government body or court of law to disclose any of the Personal Information or Confidential Information provided by the disclosing party, receiving party agrees to give the disclosing party reasonable advance notice so that it may contest the disclosure or seek a protective order in respect of the same.

Details of Data Sharing

The parties should complete the details in each table, to the extent applicable and agreed. If not applicable, please insert "N/A" in the relevant box.

Details of data to be shared:	
<i>Data subjects</i>	<ul style="list-style-type: none"> • Prospective, current and former students of the parties who apply to and enrol on exchange programmes offered by the parties (and where relevant, their collaborative partners) under the relevant academic exchange agreement between the parties • Next of kin/ emergency contacts nominated by the students • Institutional or personal sponsors of the students, where applicable • Institutional and professional contacts of the parties, where applicable
<i>Categories of personal data</i>	<ul style="list-style-type: none"> • Details of progress and outcome of applications by prospective students, students and applicants; full names, dates of birth; parties' applicant or student identification numbers; academic qualifications and credentials (CVs); status of applications, acceptances, dates of study, programme and courses undertaken; full names, dates of birth, programme and year of study, nationality, visa status (where applicable), home and semester addresses, telephone and email addresses, names and contact details of emergency contacts nominated by the students; fee payments, any reasonable adjustments required to accommodate special needs disclosed by the student, any changes to personal details supplied at enrolment, summary information about any disciplinary investigations and outcomes with material impact on progression or continuation of studies, withdrawal from the programme (if relevant), marks awarded for assessments, progression decisions • Staff, names, roles, work contact details • Institutional and professional partners, affiliates and contacts as relevant, names, contact details, institutional affiliation and roles where applicable, details of relationship with the parties
<i>Recipients</i>	<ul style="list-style-type: none"> • HWU and Partner Institution • An official award accrediting body: e.g., a government education ministry; a relevant professional body • A sponsor of a current or former student • A student or employee's nominated next of kin/emergency contact in an emergency only; or with the explicit, specific, informed, freely given and documented consent of the data subject • Government bodies or agencies in the partners' respective jurisdictions, where acting with statutory authority e.g., under immigration law.

<i>Sensitive (special category) data (if appropriate)</i>	<ul style="list-style-type: none"> Students or staff: limited information about a health condition disclosed by the data subject to one party where it is necessary to be shared between the parties in order to put in place reasonable adjustments under equality law
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Lawful basis for data processing	
The parties will rely on the lawful bases set out in their respective Privacy Notices	
HWU	Privacy notice for current students https://www.hw.ac.uk/uk/services/information-governance/access/privacy-current-students.htm
University of Trieste	https://www.units.it/en/privacy-policy

Details of how the data will be shared:	By a secure encrypted method: either by email attachment with the file containing the data protected by a strong password which is communicated by separate means; by secure file share from an institutional account such as Microsoft Teams accessible to named recipients only or by uploading the password protected file to a secure portal provided by the receiving party.
Details of how the shared data will be used	To verify that a student is eligible to study at the partner institution under the agreement, provide academic and support services to the student, assess and confer progression decisions and awards and to maintain a record of progression and award for the student's studies
Details of technical and organisational measures required to protect the shared data: When communicated When in storage When in use	Each party, as the Data Controller for its personal data, will comply with its institutional information and cyber security controls and is responsible for compliance by any Data Processor contracted to process personal data on its behalf. For Heriot-Watt University these are published here: https://www.hw.ac.uk/uk/services/information-governance/protecting-information.htm For the University of Trieste these are published here: https://www.units.it/en/privacy-policy
Records retention policies to be applied to the Personal Information	Each partner will maintain a permanent core record of student progression and award; other records will be destroyed securely in

	<p>accordance with its institutional records retention schedules and legal obligations.</p> <p>Heriot- Watt University records retention schedules are published here: https://www.hw.ac.uk/uk/services/information-governance/manage/what-to-keep.htm</p> <p>The University of Trieste records retention schedules are published here: https://www.units.it/en/privacy-policy</p>
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