

DATED 01.09. / **2023**

01 CB-2023/65

NOTTINGHAM TRENT UNIVERSITY

and

LVIV POLYTECHNIC NATIONAL UNIVERSITY

COLLABORATION AGREEMENT (DUAL DEGREE)

This Agreement is made on

2023

BETWEEN:

- (1) **Nottingham Trent University** of 50 Shakespeare Street, Nottingham, NG1 4FQ, United Kingdom ("NTU"); and
- (2) **Lviv Polytechnic National University** of 12, Stepan Bandera str., 79013, Lviv, Ukraine ("LPNU")

1. **Background**

- 1.1 NTU is a higher education corporation incorporated in the United Kingdom under the Education Reform Act 1988.
- 1.2 LPNU is a higher education institution in Ukraine. Founded in 1816 it is a self-governing national research university.
- 1.3 NTU and LPNU have agreed to collaborate in the provision of a Dual Degree Award Course. The aim of this Agreement is to formalise a Bilateral Agreement for Dual Degrees in the framework of studies in Psychology. LPNU's degree is Master of psychology. The name of the course at NTU is MSc Mental Health, Trauma and Psychological Wellbeing.
- 1.4 NTU and LPNU are responsible for the quality of learning opportunities provided to students and for the academic standards of its awards. The purpose of this Agreement is:
 - (a) to define the basis on which the parties will offer the Dual Degree Award Course; and
 - (b) in accordance with UK and Ukrainian regulatory requirements, to ensure that NTU and LPNU respectively fulfils its responsibility to safeguard the quality and standards of its awards.

2. **Interpretation**

- 2.1 In this Agreement the following words and expressions have the following meanings, unless the context otherwise requires:

"Academic Year"	a year beginning on 1 September of any calendar year and ending on 31 August of the following calendar year;
"Collaborative Operational Document"	a jointly prepared document (between NTU and LPNU) setting out how the collaboration between the Parties will be delivered, managed, quality assured and administered;
"Confidential Information"	all secret or confidential commercial, financial and technical information, know-how, trade secrets, inventions, computer software and any other information in any form or medium, whether disclosed orally or in writing, together with all reproductions in any form or medium, and any part(s) of it;

"Course"	either the LPNU Programme or NTU Course, as the case may be (and "Courses" means both of them);
"Course Specification"	the definitive course documentation for each Course;
"Dual Degree"	means the collaboration between one or more universities (or equivalent) in order to teach a programme which entails formal study periods in two or more universities. The student receives two or more certificates and transcripts on successful completion;
"Force Majeure"	any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under this Agreement;
"Intellectual Property"	all inventions, patents, trade marks, registered designs and any pending applications for any of the foregoing, unregistered design rights arising at common law, design rights, copyrights (including future copyrights), database rights, know-how, trade secrets, Confidential Information and any other intellectual property rights;
"LPNU Course"	Master of Psychology;
"NTU Course"	MSc Mental Health, Trauma and Psychological Wellbeing (full-time);
"Registered"	a student or students who have been made an offer of a place on the Course and who have accepted that offer;
"Regulations"	either party's general, academic and quality assurance regulations and procedures from time to time in force, as applicable to its Course.
"Student"	a student or students registered on a Course;
"Student Handbook"	the Student Handbook for each Course from time to time in force.

2.2 The headings in this Agreement are for convenience only and do not affect its interpretation.

2.3 References to clauses or schedules are references to clauses or schedules of this Agreement.

2.4 References to any statutory or other legislative provision shall be interpreted as a reference to that provision from time to time amended, extended or re-enacted.

3. **Agreement Approval**

This Agreement is conditional upon and shall not commence unless and until:

- (a) NTU and LPNU have approved each other and the Courses in accordance with their procedures and as set out in the Regulations; and

- (b) the Parties have satisfied any conditions imposed by the other Party as part of that process; and
- (c) the Parties have provided written confirmation, which is satisfactory to the other Party, that it has obtained all necessary or advisable governmental, regulatory or other approvals or consents relevant to this Agreement.

4. Structure of the Courses

- 4.1 The NTU Course and the LPNU Course will be delivered independently by the Parties.
- 4.2 Students registered on the NTU Course will study online. Such Students will be eligible for an NTU award specified in the NTU Course Specification and, subject to the requirements of LPNU, will also be eligible for the award issued by LPNU on successful completion of both Courses.
- 4.3 Students registered on the LPNU Course will study full-time in Lviv. Such Students will be eligible for the LPNU award specified in the Course Specification and, subject to the requirements of NTU, will also be eligible for the award by NTU on successful completion of both Courses.
- 4.4 The course of study for both NTU and LPNU students will be as set out in Schedule 2.

5. Course management and quality assurance

- 5.1 The maximum number of Students recruited onto both Courses shall be 35.
- 5.2 NTU shall retain overall responsibility for the academic quality of NTU's Course and for the learning opportunities provided to Students. NTU's Academic Board has ultimate authority for all academic matters relating to the NTU Course.
- 5.3 LPNU shall retain overall responsibility for the academic quality of the LPNU Course and for the learning opportunities provided to Students. LPNU's Academic Board has ultimate authority for all academic matters relating to the LPNU Course.
- 5.4 The Parties shall operate each Course in accordance with the relevant Regulations, Collaborative Operational Document and Course Specifications. No changes shall be made to a Course except by agreement between the Parties.
- 5.5 The assessment of Students shall be carried out in accordance with the Regulations of the Party delivering the Course.
- 5.6 Each party will ensure that staff engaged in the delivery or support of a Course are suitably qualified and possess the skills and experience appropriate to the Course.
- 5.7 Each Party shall have the opportunity to be represented at the Examination Board which takes place at each University in respect to the Courses. Such attendance shall be agreed between the Parties and shall take place virtually. The Parties shall, on dates to be agreed between the Parties, meet twice yearly to review and discuss the Course.

6. Monitoring and review

- 6.1 The Parties will keep such records relating to the Courses and this Agreement as required from time to time by any relevant regulatory body, and will allow access by the other Party or those auditing processes to such records for academic or quality audit purposes.
- 6.2 The Parties will carry out an Annual Monitoring Review of the Courses in accordance with NTU's and LPNU's Regulations.
- 6.3 A Periodic Collaborative Review will be carried out prior to the renewal of this Agreement and in any event, every three years, in accordance with NTU's and, where applicable, LPNU's Regulations.
- 6.4 Each party will at its own expense co-operate fully with the other party in any review process and will comply with any requirements imposed by the other Party as part of the review.

7. Resources

- 7.1 Both Parties will provide suitable teaching and learning facilities for the delivery of the Courses, together with academic and pastoral support services for Students as set out in the relevant Student Handbook.
- 7.2 Each Party will provide reasonable assistance to the other party to support the delivery of each Course, including providing access to any on-line resources for staff engaged in the delivery of the Courses, and considering opportunities for joint staff development.

8. Students

- 8.1 The admission requirements for each Course are set out in the relevant Course Specifications for each Party. Applications by Students must be submitted to LPNU and both Parties commit to selecting students who possess the admission requirements for both Courses and may be required to attend an English Language course. Where a student's first language is one other than English, these student must hold a minimum of a level B2 proficiency in the English Language.
- 8.2 LPNU shall be responsible for the recruitment and admission decisions of Students onto the Courses, in accordance with the Regulations and the Collaborative Operational Document.
- 8.3 Prior to registration, each Party shall inform Students, in writing, of the matters set out in clauses 8.4 to 8.11 below, and explain the responsibilities of NTU, LPNU and the Student. Each Student shall also be provided with a copy of or a link to the relevant Student Handbook.
- 8.4 Students registered at both LPNU and NTU at the start of the LPNU Course and for the full duration of the LPNU and NTU Course.
- 8.5 Students registered at NTU shall be:
 - (a) subject to the NTU's assessment regulations and any other regulations relevant to assessment of their Course, including the procedures relating to academic appeals and academic misconduct;
 - (b) subject to the NTU's student disciplinary procedures;

- (c) entitled to address complaints to NTU in accordance with the NTU's student complaints procedure.
- 8.6 Students registered at LPNU shall be:
 - (a) subject to LPNU's assessment regulations and any other regulations relevant to assessment of their course, including the procedures relating to academic appeals and academic misconduct;
 - (b) subject to LPNU's student disciplinary procedures;
 - (c) entitled to address complaints LPNU in accordance with LPNU's student complaints procedure.
- 8.7 Students are solely responsible for arranging their own financial support for the duration of their time of study and for meeting all other expenses, other than tuition fees.
- 8.8 Each Party shall inform the other Party in writing as soon as reasonably possible if a Student withdraws from a Course, or submits a complaint in connection with a Course.
- 9. **Financial Arrangements**
- 9.1 The financial arrangements that apply to the Course are set out in Schedule 1.
- 9.2 All fees payable under this Agreement are exclusive of VAT which shall be payable where appropriate at the rate prevailing at the relevant tax point.
- 9.3 Subject to clause 9.2, LPNU shall be liable for the payment of any local taxes, duties or other fees arising out of the operation of this Agreement and shall indemnify NTU for any liability thereto. If so requested by NTU, LPNU shall make payment of that part of any invoice relating to those taxes, duties or other fees direct to the relevant authorities.
- 9.4 LPNU shall invoice NTU for payment of the fees set out in Schedule 1A and Schedule 1B by 31 January, 2024. Invoices are payable by within 30 days of receipt. All invoices must include NTU's Purchase Order Reference number and be sent to purchase.ledger@ntu.ac.uk.
- 9.5 All payments made under this Agreement shall be in pounds sterling. If there is a fluctuation in the exchange rate, the sterling amount of any fluctuation when converting UAH to sterling in relation to any payment due, shall be met by LPNU. When converting, the National Bank of Ukraine exchange rate will be used on the date of payment by non-cash payment to the current account of the university. Payment is considered to be made from the moment of crediting funds to the current account of the university.
- 9.6 Payment shall be made by telegraphic transfer into the bank account notified by LPNU, or by such other method as LPNU may specify.
- 9.7 Except as set out in this Agreement or as otherwise agreed between the Parties, each Party shall be responsible for its own costs and expenses incurred in connection with this Agreement.
- 10. **Information about the Courses**

- 10.1 Each Party shall be responsible for promoting and marketing the Course and for providing information requested by prospective Students.
- 10.2 During the continuation of this Agreement each Party may use the other's name and logo in connection with the Courses but in doing so must comply with any requirements as to the use of that name or logo notified to it by the other Party, and shall forthwith on demand by the other Party cease any use of that name or logo which the other party believes is damaging to its reputation.
- 10.3 Neither Party will do anything which, in the reasonable opinion of the other, would damage the other's reputation and/or business.

11. Ownership of Intellectual Property

- 11.1 Unless otherwise agreed all materials relating to a Course (and any Intellectual Property rights in such materials), whether in existence at the date of this Agreement or created during the course of it, shall belong to the Party creating it.
- 11.2 If any materials relating to a Course are created jointly by NTU and LPNU those materials (and any Intellectual Property in such materials) shall be owned jointly by NTU and LPNU.
- 11.3 If either Party becomes aware of any potential infringement of the other Party's name, logo or Intellectual Property rights, or becomes aware of any allegation that any of the Party's materials infringe the rights of a third party, it shall immediately inform the other Party. Each party will provide the other with such reasonable assistance as the other may request in connection with any action it may take in respect of such potential infringement.

12. Confidentiality

- 12.1 The Parties shall keep and procure to be kept strictly confidential all Confidential Information received or obtained as a result of entering into or performing this Agreement, and shall use such Confidential Information only for the purposes of this Agreement.
- 12.2 Either Party may disclose information which would otherwise be Confidential Information if and to the extent:
- (a) required by law or by any relevant regulatory body;
 - (b) disclosed on a strictly confidential basis to the professional advisers, auditors and bankers of that party;
 - (c) the information has come into the public domain through no fault of that party;
or
 - (d) the other Party has given prior written approval of the disclosure.

13. Data protection

- 13.1 Each Party acknowledges and agrees that it is a Data Controller for the purposes of its rights and obligations under this Agreement and shall, in respect of any Personal Data that it collects or otherwise acquires in connection with this Agreement, comply with the Data Protection Legislation.

14. The Parties agree to enter into the International Data Transfer Addendum (Schedule 3) to this Agreement which shall apply to the transfers of Personal data from NTU to LPNU.

15. **Freedom of Information**

15.1 The Parties acknowledges that NTU is subject to the requirements of the Freedom of Information Act 2000 ("the FOIA") and of the Environmental Information Regulations 2004 ("the EIR") and LPNU shall assist and co-operate with the University (at [LPNU's] own expense) to enable the University to comply with these information disclosure requirements.

15.2 Where a request for information under the FOIA and/or the EIR is submitted to the University concerns information held by LPNU, LPNU shall provide the University with a copy of all the information requested in its possession or power in the form requested within five working days of the request for the information (or such other period as may be specified).

15.3 LPNU further acknowledges that the University may be required to disclose information concerning LPNU and/or this Agreement in discharging its obligations. The University, having used reasonable endeavours to consult with LPNU and having considered their views, shall be responsible for determining at its absolute discretion, whether the information should be disclosed.

16. **Anti-Bribery**

16.1 The Parties shall:

- (a) comply with all Relevant Requirements;
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including Adequate Procedures to ensure compliance with the Relevant Requirements and this clause 15, and will enforce them where appropriate;
- (d) procure and ensure that all of its Associated Persons of LPNU and/or other persons who are performing services and/or providing goods in connection with this Agreement comply with this clause 15.

15.2 Without prejudice to any other rights or remedies NTU may terminate this Agreement on written notice to LPNU specifying the date on which this Agreement will terminate in the event of a breach of this clause 15. Breach of this clause 15 shall be deemed to a breach which is not capable of remedy.

15.3 For the purpose of this clause 15, the following terms have the meaning set out next to them:

"Adequate Procedures" shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issues under section 9 of that Act).

"Associated Person" shall have the meaning ascribed to it in section 8 of the Bribery Act and shall include but is not limited to any employees, agents and/or subcontractors of LPNU.

"Bribery Act" shall mean the Bribery Act 2010 (and any amendment thereto).

"Foreign Official" shall be determined in accordance with section 6(5) of the Bribery Act 2010 (and any guidance issues under section 9 of that Act).

"Relevant Requirements" shall mean all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act.

17. Regulations

17.1 The Parties shall ensure that they comply with all local legislation and/or other regulatory requirements relevant to this Agreement, and in particular that all necessary or advisable governmental, regulatory or other approvals or consents (whether required at the time this Agreement was entered into or from a later date) are secured and maintained for the duration of this Agreement.

17.2 The Parties will comply with any requirements or guidance relevant to this Agreement issued by the Higher Education Funding Council for England, the Quality Assurance Agency or any other regulatory body.

18. Duration and termination of this Agreement

18.1 This Agreement shall be deemed to have commenced on 1 September 2023 and shall continue for a period of 2 Academic Years until 31 August 2025 unless terminated before that time in accordance with this clause. After this period of LPNU years, the Agreement may be renewed for the same or similar period subject to the joint agreement of both Parties.

18.2 Either Party may terminate this Agreement:

- (a) by giving to the other not less than twelve (12) months' notice in writing, to expire at the end of an Academic Year;
- (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 which (if capable of remedy) it fails to remedy within 30 days of receipt of a notice requiring such breach to be remedied;
- (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.

19. Consequences of termination

19.1 If the term of this Agreement as set out in clause 17.1 has come to an end without it being renewed, or if notice of termination has been given under clause 15.2 or 17.2 the Parties shall:

- (a) cease to promote or market the Courses and not register any new Students;
- (b) take all reasonable steps to ensure that the Students registered on each Course are able to complete it (the 'Teach Out Period').

19.2 The Teach Out Period shall continue until all Students have completed their Courses or have ceased to be registered as Students, whichever is the earlier.

19.3 Subject to this clause 18, the terms of this Agreement will continue to apply with full force and effect to the delivery of the Courses during the Teach Out Period, unless otherwise agreed in writing between the Parties.

19.4 At the conclusion of the Teach Out Period:

- (a) each Party shall cease using the name and/or logo of the other;
- (b) unless agreed otherwise in writing, the Parties shall return at their own expense any documents and other materials relating to the Courses;
- (c) the relationship of the Parties shall cease save that the provisions of clauses 10, 11, 12, 13, 14, 16, 21, 22, and 23 will remain in full force and effect.

20. **Force Majeure**

20.1 If either Party is affected by Force Majeure it shall immediately provide the other Party with details in writing and shall keep the other party fully informed of the continuance of the Force Majeure and of any change in circumstances.

20.2 If the Force Majeure continues for longer than three months either Party may at any time, whilst such Force Majeure continues, terminate this Agreement by notice in writing.

20.3 Save as provided for in this clause Force Majeure shall not entitle either Party to terminate this Agreement and neither Party shall be in breach of this Agreement, nor otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to Force Majeure.

21. **Disputes**

21.1 The Parties shall attempt to resolve in good faith any dispute arising between them out of the operation of this Agreement. If the dispute cannot be resolved informally, it shall be referred to the Executive Dean of the School of Social Sciences of NTU and the Vice-Rector for Education and International Relations at LPNU.

21.2 If the matter is not resolved through negotiation either Party may refer the matter to mediation, and the parties will attempt in good faith to resolve the dispute through mediation in accordance with the model procedure of the Centre for Effective Dispute Resolution.

21.3 The Parties agree to co-operate in dealing with or defending any claim by a third party arising out of the operation of this Agreement.

22. **Law and jurisdiction**

22.1 In the event of any dispute regarding the performance of NTU's obligations under this Agreement the governing law shall be England and Wales and the jurisdiction shall be the English and Welsh courts.

22.2 In the event of any dispute regarding the performance of LPNU's obligations under this Agreement the governing law shall be Ukraine and the jurisdiction shall be the Ukraine courts.

23. **Limitation of liability**

- 23.1 The Parties shall not be liable to each other in contract, tort (including negligence) and/or breach of statutory duty for any loss or damage which a Party may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of this Agreement by the other Party, its servants or agents.
- 23.2 Nothing in this clause shall operate so as to exclude:
- (a) either Party's non-excludable liability in respect of death or personal injury caused by its negligence or the negligence of its servants or agents;
 - (b) the application of section 12 of the Sale of Goods Act 1979; or
 - (c) liability for fraudulent misrepresentation.
24. **General provisions**
- 24.1 This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior agreements, understandings or discussions between the Parties in relation thereto.
- 24.2 A variation to this Agreement will not be valid unless made in writing and signed by both Parties.
- 24.3 Any notice given in connection with this Agreement must be in writing and delivered by email, facsimile transmission or by first class pre-paid recorded delivery (or equivalent) to the address given in this Agreement, or to another address notified by either party for the purposes of serving notices. A notice will be deemed to have been served if by facsimile transmission at 10.00 local time on the day following despatch (subject to a successful transmission report), and if by post two days after posting if sent by first class pre-paid recorded delivery (or equivalent). If notice is deemed to have been given on a day that is not a normal business day of the recipient, it shall be deemed to have been given on the next normal business day.
- 24.4 The rights and remedies of each Party under this Agreement shall not be diminished, waived or extinguished by any failure or delay by that party to exercise such a right or remedy.
- 24.5 The provisions of this Agreement are severable and distinct from one another, and if at any time any provision is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.
- 24.6 This Agreement may be executed by each party on separate counterparts.
- 24.7 For the avoidance of doubt, nothing in this Agreement shall confer on any third party any benefit or the right to enforce any provision of this Agreement.
- 24.8 Nothing in this Agreement shall create or be deemed to create a partnership, joint venture or relationship of principal and agent between the Parties.
- 24.9 The Parties shall not assign, transfer or sub-contract any of their rights and responsibilities under this Agreement.
- 24.10 The English language version of this Agreement shall be regarded as the authoritative version notwithstanding that they may be translated into another language.

Date: 6th December 2023

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Dr. Himmelfarb

Date: 06.12.2023



Schedule 1A

Financial arrangements

1. This Schedule sets out the financial arrangements which apply to the first 14 students recruited under this Agreement, in accordance with clause **Error! Reference source not found..**
2. Fee

NTU shall pay the following fees to LPNU as follows:

Academic Year 2023/2024

Master of Psychology	£2,100 per student for a maximum of 14 students.
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The fees set out above shall remain fixed for the intake of Students starting the Course in the 2023/2024 and 2024/2025 Academic Years, but thereafter, for new intakes of Students, will be subject to review.

The maximum Fee payable to LPNU in relation to the full 2 years of the Dual Degree will be £29,400. The fee is based on 14 fully enrolled Students recruited to the Course in Year 1 of the course and showing as enrolled one calendar month after the Course has commenced.

- 3.1 LPNU shall pay to NTU the costs of attendance of NTU staff (including External Examiners and other representatives of NTU) at LPNU for any reason connected with this Agreement, including standard class air travel, hotel accommodation to an international standard, local travel and subsistence costs.

Signed for and on behalf of
NOTTINGHAM TRENT UNIVERSITY
By Professor Cillian Ryan
Pro Vice-Chancellor International

Date: 6th December 2023

6: Lion /

Signed for and on behalf of
LVIV POLYTECHNIC NATIONAL UNIVERSITY
By Sc.D., Prof. Nataliya Chukhray
Vice-Rector for Education and International
Relations

Date: 28th December 2023

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Schedule 1B

Financial arrangements

1. This Schedule sets out the financial arrangements where more than 14 students are recruited under the Agreement, which apply in accordance with clause 9.
2. Fee

NTU shall pay the following fees to LPNU as follows:

Academic Year 2023/2024

Master of Psychology	£0 per student who hold a budget form of education' scholarship or 'state budget' scholarship
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The fees set out above shall remain fixed for the intake of Students starting the Course in the 2023/2024 and 2024/2025 Academic Years, but thereafter, for new intakes of Students, will be subject to review.

The maximum Fee payable to LPNU in relation to the full 2 years of the Dual Degree for students who hold a state scholarship will be £0.

3. Other costs
- 3.1. LPNU shall pay to NTU the costs of attendance of NTU staff (including External Examiners and other representatives of NTU) at LPNU for any reason connected with this Agreement, including standard class air travel, hotel accommodation to an international standard, local travel and subsistence costs.

Signed for and on behalf of
NOTTINGHAM TRENT UNIVERSITY
By Professor Cillian Ryan
Pro Vice-Chancellor International

Date: 6th December 2023

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Signed for and on behalf of
LVIV POLYTECHNIC NATIONAL UNIVERSITY
By Sc.D., Prof. Nataliya Chukhrai
Vice-Rector for Education and International
Relations

Date: 06.12.2023

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Schedule 2

The Course

Master of Psychology (180 Credits)				
Course Period	Period of Approval	Language of Instruction	Delivery Site	Teach Out Cut-off Date
18 months full-time	1 September 2023 – 31 August 2025	English / Ukrainian	LPNU	31 December 2027
Module Names		Mode of Study	Delivered by	Credit Points
Design of psychological research		Face to Face	LPNU	12
Design of psychological research (term paper)		Face to Face	LPNU	4
Depth psychology		Face to Face	LPNU	12
Psychological counselling with the basics of psychotherapy, part 1		Face to Face	LPNU	12
Psychological counselling with the basics of psychotherapy, part 2		Face to Face	LPNU	9
Trauma psychology		Face to Face	LPNU	6
Psychology of self-knowledge and self-regulation		Face to Face	LPNU	8

MSc Mental Health, Trauma, and Psychological Wellbeing (120 Credits)				
Course Period	Period of Approval	Language of Instruction	Delivery Site	Teach Out Cut-off Date
6 months full-time	1 September 2023 – 31 August 2025	English	Online delivered by NTU	31 December 2027
Module Names		Mode of Study	Delivered by	NTU Credit Points
Contemporary Issues in Mental Health		Online	NTU	20
Psychological Wellbeing		Online	NTU	20
Assessment, Case Formulation and Intervention		Online	NTU	20
Independent Research Project		Online	NTU	60

Data Protection Schedule

Terms defined in this Data Protection Schedule shall have the same meanings when used throughout this Agreement.

1. Arrangement Between the Parties

- 1.1 The Parties shall each Process the Personal Data. The Parties acknowledge that the factual arrangements between them dictate the classification of each Party in respect of the Data Protection Laws.
- 1.2 Each of the Parties acknowledges and agrees that the Data Processing Particulars (Appendix 1) are accurate.
- 1.3 Nothing in this Agreement relieves LPNU of their own direct responsibilities and liabilities under the Data Protection Laws.
- 1.4 Each Party shall make due notification to any relevant Regulator.
- 1.5 LPNU undertakes to NTU that it will take all necessary steps to ensure that it operates at all times in accordance with the requirements of the Data Protection Laws (including, for the avoidance of doubt, the data protection and privacy laws applicable in the territory in which LPNU operates (the "**Local Laws**") and LPNU will, at its own expense, assist NTU in discharging its obligations under the Data Protection Laws.
- 1.6 LPNU shall not, whether by act or omission, cause NTU to breach any of its obligations under the Data Protection Laws.

2. Status of the Parties

- 2.1 The Parties acknowledge and agree that NTU and LPNU will each be acting as a Controller in respect of the Personal Data processed under this Agreement.
- 2.2 Each Party undertakes to provide all necessary notices to, and obtain any necessary consents from, Data Subjects to comply with the Data Protection Laws (or, where applicable, the Local Laws) and to enable it to disclose the Personal Data to the other Party for the purposes of this Agreement.

3. LPNU Personnel

- 3.1 Each Party shall take all reasonable steps to ensure the reliability and integrity of any of its employees, sub-contractors and delegates who shall have access to Personal Data (including, ensuring such employees, sub-contractors and delegates shall have undergone reasonable levels of training in Data Protection Laws and in the care and handling of NTU Data), and ensure that each of those personnel shall have entered into appropriate contractually-binding confidentiality undertakings with regard to the Processing of NTU Data.

4. Appointing Sub-contractors

- 4.1 LPNU shall not sub-contract the performance of any of its obligations under this Agreement without the prior written consent of NTU. LPNU shall be permitted to appoint a sub-contractor in accordance with this clause 4.1 and to disclose NTU Data to such sub-contractor for Processing in accordance with LPNU's obligations under this Agreement, provided always that:

- 4.1.1 LPNU undertakes thorough due diligence on the proposed sub-contractor, including a risk assessment of the information governance-related practices and processes of the proposed sub-contractor, which shall be used by LPNU to inform any decision on appointing the proposed sub-contractor;
- 4.1.2 LPNU provides NTU with full details of the proposed sub-contractor including the results of the due diligence undertaken in accordance with clause 4.1.1 of this Data Protection Schedule before its appointment and NTU has consented to such appointment in writing;
- 4.1.3 the sub-contractor contract (as it relates to the Processing of Personal Data) is on terms which are substantially the same as, and in any case no less onerous than, the terms set out in this Agreement and NTU is a named third party beneficiary to the contract; and
- 4.1.4 the sub-contractor's Processing of NTU Data terminates automatically on expiry or termination of this Agreement for whatever reason.
- 4.2 Notwithstanding any consent or approval given by NTU under clause 4.1 of this Schedule, LPNU shall remain primarily liable to NTU for the acts, errors and omissions of any sub-contractor to whom it discloses NTU Data, and shall be responsible to NTU for the acts, errors and omissions of such sub-contractor as if they were LPNU's own acts, errors and omissions to the extent that LPNU would be liable to NTU under this Agreement for those acts, errors and omissions.
- 4.3 Notwithstanding anything in this Agreement to the contrary, this Data Protection Schedule shall continue in full force and effect for so long as LPNU Processes any NTU Data.
- 5. **TRANSFER OF PERSONAL DATA TO A RESTRICTED COUNTRY**
- 5.1 The Parties acknowledge and agree that to the extent NTU transfers NTU Data to LPNU, it shall be transferring NTU Data to a Restricted Country.
- 5.2 LPNU acknowledges that in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer and processing of personal data the parties have agreed on the following Contractual Clauses (the "Clauses"):
 - (a) The standard contractual clauses for personal data transfers from an EU controller to a controller in a third country that does not ensure an adequate level of protection as set out in the Annex to Commission Implementing Decisions (EU) 2021/914 on standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 Module 1 SCCs (Controller to Controller); and
 - (b) The International Data Transfer Addendum to the EU Commission Standard Contractual Clauses VERSION B1.0, in force 21 March 2022 as issued by the UK Information Commissioner under S119A(1) Data Protection Act 2018 (the "UK Addendum").
- 5.3 For the purpose of 5.2(a)(i) (Module 1 SCCs):
 - (a) Clause 7 shall be deleted
 - (b) For Clause 11, the optional text is deleted.

- (c) For Clause 13(a) the second optional paragraph is retained and the first and third optional paragraphs are deleted.
 - (d) For Clause 17, option 1 is deleted. Option 2 applies and the relevant law shall be the law of England.
 - (e) For Clause 18 the relevant courts shall be the Courts of England.
 - (f) For Annex 1A, the Data Exporter is NTU and the Data Importer is the Contractor.
 - (g) For Annex 1B, the relevant information is set out in Appendix 1.
 - (h) For Annex II, the content of Appendix 2 applies.
 - (i) For Annex III, there are no authorised sub-processors.
- 5.4 For the purpose of 5.2(b) (International Data Transfer Addendum):
- (a) The Exporter is NTU and the Importer is LPNU.
 - (b) The Appendix Information is set out in Appendix 1 and Appendix 2 below.
 - (c) The Exporter may end the Addendum when the Approved Addendum changes.

6. **INDEMNITY**

- 6.1 LPNU shall indemnify on demand and keep indemnified NTU from and against:
- 6.1.1 the costs of an investigative, corrective or compensatory action required by any relevant Regulator, or of defending proposed or actual enforcement taken by any Regulator;
 - 6.1.2 any Losses suffered or incurred by, awarded against, or agreed to be paid by, NTU pursuant to a claim, action or challenge made by a third party against NTU (including by a Data Subject); and
 - 6.1.3 except to the extent that clauses 6.1.1 and/or 6.1.2 of this Data Protection Schedule apply, any Losses suffered or incurred, awarded against, or agreed to be paid by, NTU,
- in each case to the extent arising as a result of a breach by LPNU (or its sub-contractors or delegates) of this Agreement and/or their respective obligations under the Data Protection Laws.
- 6.2 Nothing in this Agreement, will exclude, limit or restrict LPNU's liability under the indemnity set out in clause 6.1.

Appendix 1

Description of Transfer

Categories of data subjects whose personal data is transferred

The personal data transferred concerns students of the data exporter who are undertaking a Dual Degree delivered by both NTU and LPNU.

Categories of personal data transferred

- Full name including title
- Address (term time)
- Gender
- Date of Birth
- Residence info (i.e. home/overseas/channel islands/Isle of Man)
- Telephone contact
- Email contact
- Academic records required for progression to the NTU Course

Categories of Special Category data transferred:

- Ethnic origin
- Demographic information (including country of birth, nationality, area of permanent residence)
- Disability information

For Special Category data transferred, restrictions or safeguards must be applied to the processing of that data which fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Data will be transferred on a continuous basis whilst each student is undertaking the Dual Degree. The data transfers will cease once the Dual Degree is completed.

Nature of the processing

- Receiving data, including collection, accessing, retrieval, recording and data entry;
- Holding data, including storage, organisation and structuring;
- Using data including analysing, consultation, testing,
- Updating data, including correcting, adaptation, alteration, alignment and combination
- Protecting data, including restricting, encrypting and security testing
- Sharing data including disclosing, dissemination, allowing access or otherwise making available.
- Returning data to the data importer or data subject
- Erasing data, including destruction and deletion

Purpose(s) of the data transfer and further processing

The personal data transferred will be processed for the purpose of facilitating a period of study at the data importer under a Dual Degree arrangement and specifically processed for:

- Making an application for a course of study and making decisions about that application;
- Checking application progress to the point of an applicant undertaking the Dual Degree;

- Updating a student's academic record with the detail of the student's studies and any resulting academic credits and sharing the academic record between the data exporter and data importer.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The personal data will be retained in accordance with the data exporter and data importers' respective record retention rules and procedures.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

N/A

Appendix 2

Security measures.

Technical and organisational measures to ensure the security of Personal Data.

Technical and organisational measure	How LP NU meets the measure
1.Firewalls Firewalls will be your first line of defence against an intrusion from the internet.	LPNU warrants that it uses firewalls, but in line with its rules relative to security is unable to disclose the detail of the measure.
2. Technological security measures Technological security measures should be deployed to safeguard the NTU Data held on your systems.	LPNU warrants that it deploys technological security measure to protect NTU Data held on its systems, but in line with its rules relative to security is unable to disclose the detail of the measure.
3. Network Penetration Testing Regular network penetration tests of your infrastructure should be conducted by a certified independent security company.	LPNU warrants that it conducts Network Penetration Testing, but in line with its rules relative to security is unable to disclose the detail of the measure.
4. Device and Software Security Most hardware and software will need some level of set-up and configuration in order to provide effective protection from unauthorised access, for example using multi-factor authentication.	LPNU warrants that it provides effective protection from unauthorised access to his hardware and software, but in line with its rules relative to security is unable to disclose the detail of the measure.
5. Data Access Access to the NTU Data held on your system should be restricted to users who need access to perform the Services and sources you trust.	LPNU warrants that it restricts access to the NTU Data held on its systems, but in line with its rules relative to security is unable to disclose the detail of the measure.
6. Account Login Details and Password Protection It is important to protect all account details and passwords which NTU provides to you to ensure the NTU Data remains secure. For example, by using a password vault or other secure software.	LPNU warrants that it protects all account details and passwords provided by NTU to keep the NTU Data Secure, but in line with its rules relative to security is unable to disclose the detail of the measure.
7. Anti-virus and Other Malware Anti-virus products can regularly scan your network to prevent or detect threats.	LPNU warrants that it deploys anti-virus and other malware to prevent or detect security threats, but in line with its rules

	relative to security is unable to disclose the detail of the measure.
8. Software and Device Up-dates Hardware and software need regular updates to fix bugs and security vulnerabilities.	LPNU warrants it keeps its software and devices up-to-date to fix bugs and security vulnerabilities, but in line with its rules relative to security is unable to disclose the detail of the measure.
9. Backups Regular backups of your most important data will ensure it can be quickly restored in the event of disaster or ransomware infection.	LPNU warrants that it completes regular backups of its data to ensure it may be quickly restored in the event of disaster or ransomware information, but in line with its rules relative to security is unable to disclose the detail of the measure.
10. Security Training It is important that your employees undergo formal information security training, so that they can understand their responsibilities for safeguarding the NTU Data.	LPNU warrants that its employees undergo formal information security training so that they can understand their safeguarding responsibilities, but in line with its rules relative to security is unable to disclose the detail of the measure.
11. Personal Data Breaches It is important that you have a procedure in place to ensure that where the security of the NTU Data is breached, you can notify us without delay. Breaches should be reported to NTU promptly within 24 hours.	LPNU warrants that it has a procedure in place to ensure that where the security of NTU Data is breached it will notify NTU without delay and in any case within 24 hours.
12. Data Retention The NTU Data must only be kept for as long as it is needed. When it is no longer required it must be destroyed securely.	LPNU will keep the NTU Data according to the contract agreement terms, after such period it will be destroyed by the following method: all files documents will be deleted totally.

APPENDIX 3

DEFINITIONS

In this Schedule the following definitions shall apply:

"Applicable EU Law"	means any law of the European Union (or the law of one or more of the Member States of the European Union);
"Data Subject"	shall have the same meanings as in the Data Protection Laws;
"Controller"	
"International Organisation"	
"Processing" and "Processor"	
"Data Protection Laws"	means the Data Protection Act 2018, or for the period it remains in force in the UK, the General Data Protection Regulation (EU) 2016/679 (as applicable) and the Privacy and Electronic Communications (EC Directive) Regulations, any other applicable laws relating to the protection of personal data and the privacy of individuals and any guidance or codes of practice issued by the Information Commissioner from time to time (all as amended, updated or re-enacted from time to time);
"Data Processing Particulars"	<p>means, in relation to any Processing under this Agreement:</p> <ul style="list-style-type: none">(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; <p>as more particularly set out in Appendix 1 attached to this Data Protection Schedule and which may be amended from time to time by NTU acting reasonably;</p>
"Data Subject Request"	means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his or her rights under the Data Protection Laws in relation to Personal Data including: 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 the General Data Protection Regulation (EU) 2016/679 as it forms part of UK legislation;
"Good Practice"	<p>Industry 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 an adviser experienced in providing services similar in scope and nature to the Services and seeking to comply with its contractual obligations in full and complying with all Applicable Laws in</p>

the UK including the Data Protection Laws and any guidance issued by a Regulator;

"Losses"

means all losses, 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 (including call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;

"NTU Data"

means Personal Data within the scope of Appendix 1.

"Permitted Recipients"

means the third parties to whom each Party is permitted to disclose the Personal Data.

"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;

"Personal Data Breach"

shall have the same meaning as set out in the Data Protection Laws;

"Project Personnel"

has the meaning given to it in clause **Error! Reference source not found.** of this Schedule;

"Regulator"

means any independent public authority responsible for monitoring the application of the Data Protection Laws in the UK (including the UK Information Commissioner's Office, or any successor or replacement body from time to time) or any other member state of the European Union;

"Regulator Correspondence"

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

"Restricted Country"

means a country, territory or jurisdiction outside of the United Kingdom or European Economic Area which the EU Commission has not deemed to provide adequate protection in accordance with the Data Protection Laws;

"Security Requirements"

means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws (including, the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR)) as applicable;

"Sensitive Personal Data"

means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the GDPR;

"Third Country"

means any country other than the UK, a European Union Member State or a member of the European Economic Area at the time of transfer of Personal Data, including any Restricted Country; and

"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.

