

Dated September 21, 2022



**University of
Nottingham**

UK | CHINA | MALAYSIA

Between



**UNIVERSITY OF NOTTINGHAM
NOTTINGHAM, U.K.**

And

**BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF
GEORGIA
BY AND ON
BEHALF OF GEORGIA STATE UNIVERSITY AND ITS COLLEGE
OF ARTS AND SCIENCES,
ATLANTA, U.S.A.**

**RENEWAL OF THE PROGRAM-SPECIFIC AGREEMENT FOR
INTERNATIONAL EXCHANGE PROGRAMME FOR
UNDERGRADUATE STUDENTS BETWEEN
HIGHER EDUCATION INSTITUTIONS**

RENEWAL AGREEMENT FOR INTERNATIONAL EXCHANGE PROGRAMME FOR UNDERGRADUATE STUDENTS BETWEEN HIGHER EDUCATION INSTITUTIONS

THIS AGREEMENT is made on September 21, 2022.

BETWEEN:

- (1) **UNIVERSITY OF NOTTINGHAM** a body incorporated by Royal Charter and registered with number RC000664 of University Park, Nottingham, NG72RD, United Kingdom, acting through its Office of Global Engagement (“Nottingham”); and
- (2) Board of Regents of the University System of Georgia by and on behalf of Georgia State University and its College of Arts and Sciences, Atlanta, Georgia, United States of America (“Georgia State”) and having its registered address at 33 Gilmer St. SE, Suite 300, Atlanta, GA, 30303

(together referred to as the “**Parties**”)

1. INTRODUCTION

- 1.1 The Parties wish to renew an exchange programme for undergraduate students (“students”) to continue a reciprocal student exchange program (“the Exchange Programme”) for the educational and cultural enrichment of their respective students under the terms of this agreement.
- 1.2 At the time this agreement is signed, the COVID-19 pandemic has disrupted travel and academic operations. Therefore, the parties agree that before this agreement is implemented, each party must confirm that the timing and plans are acceptable. The implementation of the agreement may be postponed or cancelled at the request of either party.
- 1.3 For the purposes of this agreement “academic year” means the period of Fall and Spring semesters; “Home University” means the party with whom a student is registered; “Host University” means the party that accepts an exchange student from the Home University; “semester” means one of two parts of an academic year.

2. NUMBER OF EXCHANGE STUDENTS

- 2.1 Starting in Fall 2022, a maximum of [3] full-year students (equivalent to [6] semester places) will be exchanged between the Parties in each academic year. Two exchange students enrolling for one Semester of study is equivalent to one exchange student enrolling for one academic year of study. The maximum number of exchange students may be amended by mutual written agreement between the Parties in any academic year as long as this is agreed before the end of January in each academic year.
- 2.2 The Parties agree that the Exchange Programme aims for a balance in the number of students exchanged over the term of this agreement ideally on a one-for-one basis, according to credit hours. If either Party is unable to send the maximum number of

exchange students for one semester of study in any academic year during the term of this agreement, then that Party may arrange additional exchange students, equal to the deficit in exchange students, in the following semester to restore balance during the term of this agreement. In no event shall an imbalance in the exchange be carried forward beyond one semester, nor should students currently enrolled in the program be removed to restore balance. The Parties agree that the intention is that over the term of this agreement, an equal number of student-semester spaces will be undertaken in each direction. Either party to this Agreement may refuse admission to additional incoming students until the exchange balance is restored.

- 2.3 In order to keep under review the numbers of students exchanged under this agreement and to ensure a fair balance for the Parties, the Parties agree to review the actual numbers of students exchanged annually during the term of this agreement on or around September of each academic year with a view to adjusting the maximum numbers of students set out in clause 2.1 and to achieving a fair balance for the Parties.
- 2.4 However, to restore the previous imbalance in this exchange, in which Nottingham students took 220 credits more at Georgia State than Georgia State took at Nottingham (equivalent to 18-semester spaces), Georgia State will seek to nominate six (6) semester exchange students to Nottingham per academic year for a total of 18-semester spaces or the equivalent of 220 credits, until the balance is restored. One student enrolling for an academic year is the equivalent of two-semester spaces. Once the balance has been restored, GSU and Nottingham will begin to exchange students on a one-for-one basis again, according to credit hours.

3. DURATION OF EACH EXCHANGE PROGRAMME AND ACADEMIC YEARS

- 3.1 An exchange student may participate in the Exchange Programme for one semester or one academic year of study at the host university.
- 3.2 The written approval of both Parties must be obtained by the exchange student to extend the duration of their study at the Host University into the following semester, provided that an academic year shall be the maximum duration of a student's exchange at the Host University.
- 3.3 The academic year at Georgia State consists of two regular semesters: the Fall semester begins in August and ends in mid-December and the Spring semester begins in January and runs into May. In addition, there is an abbreviated Summer Term and Summer Institute. Students from Nottingham may participate during any term or any semester.
- 3.4 The academic year at Nottingham consists of two semesters running from September to January and January to June. Students from Georgia State taking classes at Nottingham may participate during any semester.

4. PREREQUISITES FOR SELECTION

- 4.1 Both Parties shall select students for the Exchange Programme based on merit and other non-discriminatory eligibility criteria as listed in **Annex 2**. The necessary supporting documents will be discussed and agreed in writing between the Parties in respect of each student participating in the Exchange Programme.

- 4.2 The exchange student must meet the admission requirements of the Host University and may have to fulfil other conditions, prerequisites and documentation as required by the Host University. The Parties agree to send to each other on the date of this agreement all their admission criteria and requirements and shall promptly send any amendments to those criteria and requirements, in order that each Party can share such information with their respective exchange students. The exchange student will be nominated by their Home University for admission as an exchange student at the Host University for the following academic year under the Exchange Programme, and the Home University shall respect the admission requirements and enrolment constraints of the Host University.
- 4.3 Exchange students may only attend courses offered by the faculties and schools at the Host University as listed in **Annex 3**, subject to pre-requisites and availability as determined by the Host University.

5. SELECTION & NOMINATION

- 5.1 Each Home University shall complete its selection of exchange students and nominate its exchange students for the Exchange Programme for the following academic year to the Host University within a reasonable time frame, and in any event, by the dates specified below. The exchange student's nomination should be accompanied by all completed documents listed in the Host University's application instructions.

Georgia State Hosting	Last date for nomination by Nottingham: Fall semester: May 1 Spring semester: October 1
Nottingham Hosting	Last date for nomination by Georgia State: Fall semester: May 14 Spring semester: October 15

- 5.2 The Host University shall evaluate the nominated exchange students and determine their acceptability for admission as exchange students within a reasonable time frame to be mutually agreed by the Parties. The Host University acting reasonably, reserves the right to reject the Home University's nominated exchange students on grounds such as academic grounds and or reasons of capacity. The Home University may appeal any such rejection on academic grounds.

6. PROGRAMME OF STUDY

- 6.1 The exchange students are expected to propose a programme of study at the Host University with approval from their Home University. The modules or courses proposed by a student must fulfil their degree qualification requirements at their Home University and the Parties agree that it is their own responsibility to satisfy themselves that this is the case. In addition, the Parties agree that enrollment in modules or courses is subject to availability and pre-requisites of the Host University and that they shall inform their respective students that this is the case. Each Party agrees to ensure that its respective

exchange students propose alternative module choices in line with the requirements of clause 6.

- 6.2 Accordingly the Parties shall provide each other with sufficient information and materials on the details of modules or courses available at their respective institutions in each academic year in good time before students make their choices of modules and courses. The Host University shall ensure that information and materials regarding their courses and modules will be regularly updated and accessible to the Home University and its exchange students. The information and materials may be placed in the Host University's reference library and/or on the internet and the Host University shall inform the Home University how and where to access such information and material.
- 6.3 The Parties acknowledge that the modules or courses must be self-contained and completed within the semester or term and shall ensure that their respective exchange students are appropriately advised in this regard. The Parties agree that academic counselling is the responsibility of the exchange student's faculty coordinator at the Home University. The Parties agree that an alternative module or course that will fulfill the degree requirements of the exchange student should be proposed by the Home University or the exchange student if the original module or course is unavailable.
- 6.4 Students will be required to comply with the standard rules, regulations, and enrollment restrictions of the Host University in the selection of courses, including requirements of language proficiency and health documentation.

7. FEES & EXPENSES

- 7.1 The requirement to pay any tuition fees is waived by the Host University and the exchange students shall continue to pay tuition fees to their Home University. The Home University has the discretion to impose certain non-academic or non-obligatory fees on their exchange students, which are to be paid before their departure for the Host University.
- 7.2 The financial responsibility of exchange students participating in the Exchange Programme (under this Agreement and for the duration of their study at the Host University) is set out in **Annex 4**. The Parties agree that they shall ensure that their students are made aware of such financial responsibility prior to the student making their application under the Exchange Programme.
- 7.3 The use of non-academic or non-obligatory facilities, services and functions at the Host University may require the payment of fees by the exchange student. The Parties agree that they shall ensure that their students are made aware of this prior to the student making their application under the Exchange Programme
- 7.4 The exchange student is responsible for all expenses of any accompanying spouse and/or their dependents during the Exchange Programme. The Parties agree that they shall ensure that their students are made aware of this prior to the student making their application under the Exchange Programme
- 7.5 Exchange students will be able to apply for any financial assistance as may be available to foreign students at the Host University, subject to any terms and conditions of such funding as may be imposed by the Host University. The Parties agree that they shall

ensure that their students are made aware of this prior to the student making their application under the Exchange Programme

- 7.6 Where they are eligible, University of Nottingham students going to Georgia State may access Turing Scheme Funding to assist with these costs.
- 7.7 For the avoidance of doubt, neither Party shall be liable to the other or any third party for the financial responsibility and obligations of exchange students.

8. STUDENTS' OBLIGATIONS

Exchange students are subject to the rules and regulations of the Host University in addition to those at their Home University, and the laws and procedures of the state or province in which the institution is located. The Host University will assume no responsibility for a student's conduct or lack of compliance with any of the host country's laws. Any breach of the rules and regulations by a student whilst undertaking the Exchange Programme will be dealt with in accordance with the established policies and procedures of the Host University in consultation with the Home University provided that the Host University shall reserve the right to terminate the Exchange Programme in respect of an exchange student in accordance with its policies and procedures. Furthermore, each Host University reserves the right to require a student to withdraw from the Program if the student's academic performance or personal misconduct warrants such action, provided, however, the Host University will, absent extenuating circumstances, attempt to consult with the Home University before implementing such action. The dismissal of a student shall not abrogate this Agreement, or arrangements regarding other students. The other obligations of the exchange students are listed in **Annex 5** and the Parties agree that they each will bring such obligations to the attention of their respective exchange students prior to the student making their application under the Exchange Programme.

9. REGISTRATION & ADMINISTRATION

- 9.1 The exchange student will be registered as a non-degree, non-graduating, or not-for-degree student for the duration of study at the Host University. Students will carry a normal load of classes appropriate to full-time status at the home and/or host institution(s). This agreement excludes any expectation on the part of the Parties or a student of a transfer to any graduating programme of the Host University. The Parties agree that they shall ensure that their students are made aware of this prior to the student making their application under the Exchange Programme.
- 9.2 The appropriate authority at the Host University shall arrange an orientation programme for the exchange students. The Host University agrees to offer exchange students the university services that it would offer to its own students, including access to library services and IT facilities. The Host University will make every reasonable effort to provide university-approved or make referrals for suitable accommodation on or off-campus. Accommodation, although not guaranteed by the Host University, will be provided at published rates and is restricted to the exchange student. Such accommodation does not extend to dependants and/or spouses of the student.
- 9.3 In compliance with the Family Educational Rights and Privacy Act (FERPA), students must request their official transcripts to be sent by the Home University to the Host

University and vice versa. The Home University should determine the academic credit to be granted to their exchange students for modules and or courses completed at the Host University. Georgia State students will receive transfer credits under this Agreement. At the end of each semester or academic term, students will follow appropriate procedures at the Host University to ensure academic records/transcript from the Host University are sent to the Home University.

- 9.4 Each Party will appoint an Exchange Coordinator to administer the terms of this Agreement. The Exchange Coordinator and appropriate officials for both Parties are listed in **Annex 1**.

10. PERSONAL DATA

- 10.1 The Party in receipt of any personal data (the “Receiving Party”) from the other university (the “Disclosing Party”) shall use its best efforts to comply with all laws and subsidiary legislation applicable to privacy and data protection in the Disclosing Party’s country (collectively “Data Protection Legislation”) with regard to any and all personal data that it receives from the Disclosing Party. Provisions in this agreement regarding Personal Data are only applicable to the extent that the Party is subject to the laws cited.
- 10.2 The Receiving Party agrees that when dealing with personal data received from the Disclosing Party, it shall:
- (a) only use personal data in accordance with the purposes for which the Disclosing Party disclosed the personal data, in accordance with the instructions of the Disclosing Party or as is necessary for the Disclosing Party to fulfil its obligations under the Data Protection Legislation;
 - (b) take appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against all other unlawful forms of processing. Such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected, having regard to the state of the art and the cost of implementation;
 - (c) give the Disclosing Party notice in writing as soon as reasonably practicable should it be aware of, or reasonably suspect, that any of the events referred to in Clause 10.2(b) has occurred and shall promptly take all steps necessary to remedy the event and prevent its re-occurrence;
 - (d) not retain personal data for any longer than is necessary for the purposes for which the Disclosing Party disclosed the personal data;
 - (e) limit disclosure of such personal data to its employees on a need to know basis and only for the purposes of processing for which such personal data was disclosed by the Disclosing Party;
 - (f) not to disclose or transfer any personal data received from the Disclosing Party to any third party without the prior written approval of the Disclosing Party, and upon such additional terms and conditions which the Disclosing Party may impose on it for such disclosure or transfer; and
 - (g) where the personal data is to be transferred to another country, to not do so unless the consent of the individual whose personal data is to be transferred to that other country has been obtained. Further, where the personal data is to be transferred to another country, to take any such additional measures as are necessary to secure that personal data is transferred in accordance with the requirements of the Data Protection Legislation.

Restricted Transfers

- 10.4 Subject to clause 10.5, the Disclosing Party (as "data exporter") and the Receiving Party (as "data importer") hereby enter into the Standard Contractual Clauses in respect of any Restricted Transfer from the Disclosing Party to the Receiving Party. For the purposes of this Clause 10, Restricted Transfer means any transfer of Personal Data by the Disclosing Party to the Receiving Party which would be prohibited by Data Protection Legislation (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Legislation) in the absence of the Standard Contractual Clauses.
- 10.5 The Standard Contractual Clauses shall come into effect under Clause 10.4 on the later of:
- 10.5.1 the data exporter becoming a party to them;
 - 10.5.2 the data importer becoming a party to them; and
 - 10.5.3 commencement of the relevant Restricted Transfer.

11. TERM AND IMPLEMENTATION OF THE AGREEMENT

- 11.1 Notwithstanding the date of this agreement, this agreement will come into force on the date it is duly signed by representatives of both institutions (the "**Effective Date**") and will remain in effect for five (5) years. Notwithstanding anything to the contrary contained herein, the term of this Agreement shall not extend beyond one academic year if Georgia State or Nottingham assume any financial obligations by entering into this Agreement and, in no event shall the term of this Agreement extend beyond five (5) academic years. Thereafter, the agreement may be renewed for a further period of 5 years upon written notice by either Party to the other at least six (6) months before the expiry of the term and upon written acceptance by the other Party. Any variation to this agreement may be made only in writing, by mutual agreement, and signed by duly authorised representatives of each Party.
- 11.2 Either Party may terminate this agreement by giving at least nine (9) months prior written notice to the other Party.
- 11.3 The termination of this agreement shall not affect the implementation or continuation of the exchanges approved under this agreement prior to such termination and the Parties shall continue to fulfil their obligations under this agreement until all exchange students have completed their studies at the Host University.
- 11.4 Unless renewed by mutual consent, this Agreement will conclude at the end of the specified academic term or year.

12. INSURANCE

- 12.1 Each Party agrees to procure and maintain at its own cost, sufficient insurance coverage, including public liability insurance or equivalent, as would be usual or prudent for a comparable institution to maintain in respect of the activities carried on by that Party pursuant to this agreement. Georgia State is an entity of the State of Georgia subject to the Tort Claims Act and covered under the State of Georgia broad form insurance.

12.2 Each Party agrees to provide evidence of such insurance to the other Party on that Party's reasonable request.

13. LIMITATION OF LIABILITY

13.1 Nothing in this agreement shall limit or exclude a Party's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors.

13.2 Subject to clauses 10.3 and 13.1 a Party shall under no circumstances whatever be liable to the other Party, whether in contract, tort (including negligence), breach of statutory duty, loss of goodwill, or otherwise, for any loss of profit, or any consequential loss arising under or in connection with this agreement.

14. DISPUTE RESOLUTION

14.1 Any dispute arising under or in connection with this agreement which cannot be resolved by amicable discussions between the institutions shall be jointly referred to the Provost of Georgia State and the Vice-Chancellor of Nottingham, or their nominees, for resolution.

15. NOTICES

15.1 Any notice given under this agreement will be in writing and signed by or on behalf of the Party giving it and will be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant Party at the Office of Global Engagement for Nottingham, and at the College of Arts and Sciences for Georgia State or by sending it by fax to the fax number notified by the one party to the other, or as required by law. Any such notice will be deemed to have been received:

- (i) If delivered personally, at the time of delivery;
- (ii) In the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting; and
- (iii) In the case of fax at the time of transmission

16. FORCE MAJEURE

16.1 In this clause "Force Majeure" shall mean circumstances beyond the reasonable control of a Party including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce).

16.2 Neither Party will be liable to the other to the extent that it is unable to perform its obligations by reason of Force Majeure provided the Party so unable to perform promptly notifies the other of the Force Majeure and its causes following which the Parties shall enter into discussions with a view to alleviating its effects or to agree reasonable alternative arrangements.

16.3 If a Force Majeure continues for more than 60 days a Party in receipt of a notice pursuant to clause 16.2 may terminate this Agreement by giving 30 days' notice to the other Party.

16.4 The Party serving a notice to terminate pursuant to clause 16.3 may withdraw it if the Force Majeure ceases during the 30-day notice period.

17. THIRD PARTIES

- 17.1 Except as expressly provided elsewhere in this agreement, a person who is not a party to this agreement will not have any rights to enforce any term of this agreement.
- 17.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party to this agreement.

18. VARIATION

- 18.1 No variation of this agreement will be valid unless it is in writing and signed by or on behalf of each of the Parties.

19. ENTIRE AGREEMENT

- 19.1 Each Party on behalf of itself acknowledges and agrees with the other that this agreement constitutes the entire agreement and understanding between them and supersedes any previous arrangement, understanding or agreement between them.

Both Parties welcome this agreement and jointly agree to the terms of this agreement as set out above.



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Signature

Robert Mokaya, Pro-Vice-Chancellor
(Global Engagement)

Duly authorised signatory of
University of Nottingham

Date: 21 September 2022



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Signature

Sara Rosen, Dean

Duly authorised signatory of
Board of Regents of the University
System of Georgia by and on behalf of
Georgia State University and its
College of Arts and Sciences

Date: 29 August, 2022

ANNEX 1 OFFICIALS AT THE PARTIES

Nottingham		Georgia State University
Global Engagement team https://www.nottingham.ac.uk/global/home.aspx	Administration of SEP	Study Abroad Office https://mystudyabroad.gsu.edu/
University https://www.nottingham.ac.uk/about/keydates/	Calendar	Semester Calendar & Exam Schedules https://registrar.gsu.edu/registration/semester-calendars-exam-schedules/
Global Engagement team https://www.nottingham.ac.uk/global/home.aspx	Nomination & Application	Study Abroad Office https://mystudyabroad.gsu.edu/
Student Service Centres https://www.nottingham.ac.uk/student-services/index.aspx	University Registration	Registrar https://registrar.gsu.edu/registration/
Student Service Centres https://www.nottingham.ac.uk/student-services/index.aspx	Academic Counselling	Student Advisement https://advisement.gsu.edu/
Accommodation Office https://www.nottingham.ac.uk/accommodation/accommodation.aspx	Halls & Other Accommodation	University Housing https://myhousing.gsu.edu/
Student Service Centres https://www.nottingham.ac.uk/student-services/index.aspx	Orientation & Welfare	International Student and Scholar Services https://isss.gsu.edu/incoming-students/step-2-pre-arrival/orientation-videos/ https://isss.gsu.edu/incoming-students/step-3-arrival-and-orientation/ https://isss.gsu.edu/international-check-in-and-orientation/
Global Engagement team https://www.nottingham.ac.uk/global/home.aspx	Official & Academic Links	Office of International Initiatives Team https://international.gsu.edu/profile/ Department of History Faculty https://cas.gsu.edu/department/history/

PRIMARY CONTACTS / PROGRAM DIRECTORS

The Primary Contacts/Program Directors will ensure that the terms of this Agreement are carried out. They will serve as the contact persons at each institution, ensure that necessary approvals are in place, and have administrative oversight of the program.

The primary contacts for the parties to this Agreement are the following:

For Georgia State

Name: Glenn T. Eskew
Title: Distinguished University Professor
Department: History
Address: 25 Park Place, Suite 2000

Phone: +1-404-413-6385
Fax: +1-404-413-6384
Email: gteskew@gsu.eu

For Nottingham

Name: Vivien Miller
Title: Professor
Department: American and Canadian Studies
Address: Room B69 Trent University Park Nottingham, NG7 2RD, UK

Phone: +44-0115-95-14290
Fax: +44-0115-951-4270
Email: vivien.miller@nottingham.ac.uk

ANNEX 2 ELIGIBILITY CRITERIA

The Home University must ensure that the exchange Student should:

- (a) Be registered as a full-time, degree-seeking undergraduate student of the Home University
- (b) Have successfully completed at least:
 - (i) one (1) semester of study at the Home University upon application for the Exchange Programme; and
 - (ii) two (2) semesters of study upon admission to the Host University
- (c) Not be in the graduating semester while on exchange at the Host University
- (d) Be a student of good standing at Home University with:
 - (i) an overall GPA of at least 3.0 on a 4.0 scale or an overall CAP of at least 3.75 on a 5.0 scale
 - (ii) no single grade below 'C' for subjects within the major of studies
- (e) Be proficient in English and able to communicate effectively in both academic and social settings. These language requirements apply only to the students and not to their spouses and/or dependents. For more details on the language of instruction requirements for the University of Nottingham, please visit our website at <https://www.nottingham.ac.uk/qualitymanual/admissions/pol-min-english-entry-requirements.aspx>
- (f) Show the aptitude, motivation and maturity, to thrive in the environment at the Host University

ANNEX 3 FACULTIES/SCHOOLS PARTICIPATING IN THE EXCHANGE

a. Nottingham students participating in the Exchange Programme at Georgia State may read modules from the following faculties/schools subject to pre-requisites and availability and the terms of this Agreement:

- College of Arts & Sciences

b. Georgia State students participating in the Exchange Programme at Nottingham may read modules from the following faculties/schools subject to pre-requisites and availability and the terms of this Agreement:

- Faculty of Arts
- Faculty of Engineering
- Faculty of Science
- Faculty of Social Science (excluding School of Law)
- School of Life Science

ANNEX 4 FINANCIAL RESPONSIBILITIES OF EXCHANGE STUDENTS

The financial responsibility of exchange Students includes (but is not limited to):

- (a) Tuition, academic and obligatory fees at their Home University. Correspondingly, tuition fees will be waived by the Host University
- (b) With the assistance of the Host University, obtaining the proper visas and other documents required by the government of the Host University, including any guarantee that they have the financial resources to meet all expenses
- (c) Journey to and from the country of the host university
- (d) Personal and living expenses, including accommodation, food, local transportation, books, fees for class materials, other education and personal expenses
- (e) When provided by the Host University, payment of housing and board costs to the Host University by the published deadlines
- (f) Any debts/costs of damage incurred for the duration of their study abroad
- (g) Purchasing the required health/hospitalization/liability insurance, including a repatriation and medical evacuation plan (and, for students going to Georgia State, complying with the insurance requirements of the U.S. Affordable Care Act, as applicable), for the time period of their involvement in the Exchange Program in order to meet governmental regulations, as well as the regulations of the Host and Home Universities, as set forth in Annex 6 below
- (h) Mandatory miscellaneous student fees – students participating in the Exchange Programme may be required to pay mandatory institutional fees for the duration of their study. All students on an Exchange Programme shall be advised by their Home University to purchase their own travel insurance prior to arrival at the Host University

ANNEX 5 OTHER OBLIGATIONS OF EXCHANGE STUDENTS

Other obligations of exchange students include (but are not limited to):

- (a) Applying for accommodation at the host university if required. The Host University may offer advice to exchange students regarding accommodations, but it is the responsibility of the students themselves to make living arrangements in the host country.
- (b) Making travel arrangements
- (c) Satisfying the immigration requirements for their journey to and from the country of the host university
- (d) Submitting any health or immunization records required by Host University
- (e) Registering with the diplomatic mission of the home country upon arrival in the country of the host university (if applicable)
- (f) Providing the appropriate authority at the home university with postal and other addresses, upon registration at the host university
- (g) Providing the appropriate exchange coordinator/director at the Host University emergency contact information
- (h) Registering with the home university for the next semester, upon completion of the duration of study at the host university
- (i) In compliance with the Family Educational Rights and Privacy Act (FERPA), requesting official transcripts to be sent by the Home University to the Host University

ANNEX 6: VISA REQUIREMENTS

Each Host University will provide the necessary documentation (e.g., official letters of admission, immigration documents) for exchange students to apply for a visa to enter and study in the host country. This documentation enables the Home University to sponsor the students as part of this Agreement but does not commit the institution to any financial sponsorship. In order to produce this documentation, they will rely on the Home University communicating student information four to five months before the start of the Exchange Program. The Host University will update the Home University annually regarding the data and documentation required. It is each student's responsibility to obtain the appropriate visa, as required by the host country. Exchange students coming to Georgia State are required to obtain a J-1 visa, and therefore must provide documentation of sufficient financial resources, including health insurance coverage, needed to study in the U.S. Forms and detailed information about this process will be provided by Georgia State's International Student & Scholar Services.

ANNEX 7: INSURANCE REQUIREMENTS

Personal health, hospitalization and accident insurance, including a repatriation and medical evacuation plan, as well as liability coverage, is required for all students participating in this Exchange Program. Students from Georgia State must obtain Georgia State's mandatory study abroad insurance coverage. Students from Nottingham must obtain Georgia State's international students' insurance policy, compliant with the U.S. Affordable Care Act.

ANNEX 8: EMPLOYMENT

This agreement allows any type of employment of Nottingham and/or Georgia State students in the host country. Students will follow appropriate steps to obtain authorization of employment and will follow regulations of their student visas and host university.

ANNEX 9: TRAVEL ADVISORY POLICY

Georgia State's Travel Advisory Policy governs international travel by Georgia State students, faculty and staff and may affect the ability of Georgia State to participate in the Program. Travel must be approved by specified Georgia State administrators.

ANNEX 10: STANDARD CONTRACTUAL CLAUSES

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

Data transfer agreement

This Agreement is only applicable to the extent the laws cited apply to the parties.

Between

University of Nottingham (name)
University Park, Nottingham, NG7 2RD, (address and country of establishment)
United Kingdom
(hereinafter **the data exporter**)

and

Board of Regents of the University System (name)
of Georgia by and on behalf of Georgia
State University and its College of Arts and
Sciences
33 Gilmer St. SE, Atlanta, GA 30303, USA (address and country of establishment)
(hereinafter **data importer**)

each a **party**; together **the parties**.

Definitions

For the purposes of the clauses:

- (a) **personal data, special categories of data/sensitive data, process/processing, controller, processor, data subject and supervisory authority/authority** shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby **the authority**

shall mean the competent data protection authority in the territory in which the data exporter is established);

- (b) **the data exporter** shall mean the controller who transfers the personal data;
- (c) **the data importer** shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;
- (d) **clauses** shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in 8(b), which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- (a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- (b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- (c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- (d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- (e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

- (a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- (b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- (c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- (d) It will process the personal data for purposes described in 8(b), and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- (e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
- (f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- (g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
- (h) It will process the personal data, at its option, in accordance with:
 - (i) the data protection laws of the country in which the data exporter is established, or

- (ii) the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or
- (iii) the data processing principles set forth in 0 and as detailed in Annex B.

Initials of data importer: Georgia State

- (i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
 - (i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
 - (ii) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
 - (iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
 - (iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

- (a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
- (b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses clause I(b), clause I(d), clause I(e), clause II(a), clause II(c), clause II(d), clause II(e), clause II(h), clause II(i), clause III(a), clause V, clause VI(d) and clause VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such

action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

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

V. Resolution of disputes with data subjects or the authority

- (a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- (b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- (c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

- (a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- (b) In the event that:
 - (i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to clause (a);
 - (ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
 - (iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;

- (iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
- (v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

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

- (c) Either party may terminate these clauses if
 - (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or
 - (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- (d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in 8(b), in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the transfer

The details of the transfer and of the personal data are specified in 8(b). The parties agree that 8(b) may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. 8(b) may, in the alternative, be drafted to cover multiple transfers.

Dated:.....

DATA EXPORTER
University of Nottingham

DATA IMPORTER
Board of Regents of the University System
of Georgia by and on behalf of Georgia
State University and its College of Arts and
Sciences

Annex A

DATA PROCESSING PRINCIPLES

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

relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

- (a)
- i. such decisions are made by the data importer in entering into or performing a contract with the data subject, and
 - ii. (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.
- or
- (b) where otherwise provided by the law of the data exporter.

Annex B.

DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

Data subjects

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

- Students on the Exchange Programme referred to in the agreement

Purposes of the transfer(s)

The transfer is made for the following purposes:

- The Exchange Programme as defined in the agreement and for the facilitation of the Exchange Programme

Categories of data

The personal data transferred concern the following categories of data:

- Student's name, data of birth, nationality, email address, transcript and intended area of study.

Recipients

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

- Staff at Georgia State University
- Staff at the University of Nottingham

Sensitive data (if appropriate)

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

- Details of relevant health conditions including disability provision to ensure appropriate support can be provided

Data protection registration information of a data exporter (where applicable)

The University of Nottingham is registered as a Data Controller with the Information Commissioner's Office (registration No. Z5654762).

Contact points for data protection enquiries

DATA EXPORTER

Director of Global Engagement
University Park, Nottingham, NG72RD,
United Kingdom

DATA IMPORTER

Office of Legal Affairs
Board of Regents of the University System
of Georgia by and on behalf of Georgia
State University and its College of Arts and
Sciences