

## Deliverable 4

### Joint administrative and financial management strategy

Grant Agreement number:	101180422
Project acronym:	MEMSE
Project title:	Joint Masters in Emerging Material Science and Engineering
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Core Partners:	WUST (PL), FHM (DE)
Associate Partners:	CUB (SK), UNILIM (FR), IITM (IN), BUET (BD)



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## **Executive Summary**

The Master in Emerging Materials Science and Engineering (MEMSE) is an Erasmus Mundus Design Measure project funded under the ERASMUS-EDU-2024-EMJM-DESIGN call (Grant Agreement No. 101180422). The purpose of this Design Measure is to develop a robust framework for the creation of a new, high-level, transnational Joint Master Degree in Emerging Materials Science and Engineering.

This document proposes administrative and financial strategy which will address sustainability of MEMSE programme underpinned by shared financial and administrative plans and the identification and implementation of diverse funding and scholarship mechanisms for MEMSE.

The ultimate ambition of MEMSE is to establish a sustainable, internationally competitive Joint Master programme capable of producing future-ready graduates equipped to lead innovation in emerging materials science and engineering across Europe and globally. This Deliverable facilitated that.

## **1. Introduction**

The Master in Emerging Materials Science and Engineering (MEMSE) is an Erasmus Mundus Design Measure project funded under the ERASMUS-EDU-2024-EMJM-DESIGN call (Grant Agreement No. 101180422). This deliverable describes administrative and financial strategy that will address sustainability of MEMSE underpinned by shared financial and administrative plans and diverse funding and scholarship options.

The Strategy is given in the Appendix along with its own Annexes.

## **3 Deviation from Original Plan**

The submission of this Deliverable was delayed.

## **4 Conclusions**

This Deliverable provided a joint administrative and financial strategy to ensure sustainability of MEMSE programme underpinned by shared financial and administrative plans and the identification of diverse funding and scholarship mechanisms.

**Appendix: Joint Administrative and Financial Strategy of MEMSE**

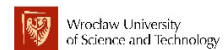


***Joint Administration and Financial Management Strategy***

*for the*

**Erasmus Mundus**

**Master in Emerging Materials Science and Engineering  
(MEMSE)**



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## 1. Purpose and scope of the Policy

1. All Parties to this Policy shall cooperate in full in the design, implementation, delivery, assessment, and quality assurance of the **Erasmus Mundus Master in Emerging Materials Science and Engineering (MEMSE)** (hereafter referred to as **the Programme** leading to the conferral of multiple Master degrees by the **Core Partners**, in compliance with their respective national legal and accreditation frameworks. The Parties commit to providing the resources and institutional support necessary for the effective management of the Programme. All Parties shall further comply with the terms and conditions of the relevant grant agreements concluded with the Education, Audiovisual and Culture Executive Agency (EACEA) supporting the Programme, as well as with the relevant European regulations, in particular:

- (a) The European Charter for Higher Education (ECHE);
- (b) The guidelines and good practices of the Erasmus + program, in particular the latest available Erasmus+ Programme Guide 2026 published on 12 November 2025 covering the period between 2021 and 2027;
- (c) The Grant Policy to be entered between the EACEA acting under powers delegated by the European Commission and **the Coordinating Institution** representing the three Core Partners under powers delegated by the Core Partners by means of the respective mandates;
- (d) Other relevant national and international laws.

2. All Parties to this Policy shall commit themselves to the on-going management of the Policy, and to ensuring as positive a student experience as possible throughout. The Core Partners shall achieve these through collaborative work via the Governing Board (**GB**) and its sub-groups. Each Partner shall respect the decision of other partners, arrived at following due process, such as assessment, discipline etc. The terms and conditions set out in this Policy shall apply to **the Programme** offered jointly by members of the Consortium.

3. This Consortium Policy specifies the rights and obligations of both the **Core Partners** and the **Associate Partners**, as it has been defined in 6 of this Policy, in the preparation and delivery of **the Programme**. In signing this agreement, all Parties agree to respect without reservation its terms and conditions, including the financial agreements set in the document **MEMSE Consortium Partner Financial Agreements** included as ANNEX 2 in this Policy, and comply with their obligations and roles, including those relating to data protection, according to the General Data Protection Regulation 2016/679 of the EU.

4. Each Core Partner shall, by signing this agreement, confirm that it has:

- (a) The legal capacity to enter into this agreement;
- (b) The legal capacity to award joint, multiple, or double degrees in **the Programme**;
- (c) Accredited or is in the process of accreditation of **the Programme** in accordance with institutional and national requirements as per institutional involvement in the Consortium;
- (d) The Institution's commitment to engage in **the Programme**.

5. This Consortium Policy and the associated Annexes contain the entire agreement of the Core Partners. No other written or verbal agreement made on or prior to the entry into force of this Consortium Policy will be binding for the Core Partners.

## 2. Duration and validity of the Policy

### 1. Entry into force, duration and termination

- (a) An entity becomes a Core Partner to this Consortium Policy upon signature by a duly authorized representative.
- (b) An entity or an individual becomes an Associate Partner to this Consortium Policy upon signature of a bilateral agreement with the Consortium.
- (c) This Consortium Policy shall have effect from the date on which it has been signed by all Core Partners until December 31<sup>st</sup> of the year 2033 and shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties to this Policy.
- (d) Termination of the Policy upon the date stated in 2.1.c. or at the end of any extension period shall be made by agreement of the Governing Board at least 2 months before the termination date.
- (e) The provisions relating to liability, applicable law and settlement of disputes shall survive the expiration or termination of this Consortium Policy as agreed in respective articles.
- (f) Termination shall not affect any rights or obligations of Core Partners and Associate Partners leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the Governing Board and the leaving Partner. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

### 2. Amendment

This Consortium Policy may be modified by the Governing Board by means of a written annex univocally approved by the Governing Board and signed by all Core Partners.

### 3. Admission of a new Consortium Member

While this Policy is in force, a new Associate Partner may be admitted to the Consortium upon unanimous consent of the Governing Board and upon signature of a bilateral agreement with an authorized Consortium representative. A new Core Partner may be admitted in the Consortium only in exceptional circumstances, upon unanimous consent of the Governing Board, following a written annex to the Consortium Policy approved by the Governing Board and signed by all Core Partners.

### 4. Withdrawal of Consortium Members

- (a) A Core Partner may only withdraw from the Consortium where there are reasonable grounds for their withdrawal; such grounds must be stated and submitted in writing by the withdrawing partner to the Coordinating Institution and the Governing Board.
- (b) The withdrawal shall take effect ninety days after the written notice at (a) above is submitted by the Core Partner stating their intention to withdraw is received by the Governing Board and the Coordinating Institution.
- (c) An Associate Partner may withdraw thirty days after a written notice from the Associate Partner stating this intention is received by the Governing Board and the Coordinating Institution.
- (d) In the event of withdrawal, the withdrawing Core or Associate Partner shall ensure that all students undertaking the Programme, in full or in part, under its jurisdiction, are not academically disadvantaged. Such students shall be given the opportunity to complete the relevant semester or internship as originally planned, to obtain the corresponding academic credits, and, where applicable, to receive the degree or diploma awarded by the withdrawing Partner in accordance with the Programme rules and applicable national legislation. In such cases, the Partner is obliged to transfer all relevant documentation to the Coordinating Institution and comply with any reporting obligations. In case of withdrawal of the Full or Associate Partner, the Students continue their studies at the remaining Full or Associate Partners

### 3. Settlement of disputes

1. Any dispute arising out of or in connection with this Policy, including any question regarding its existence, validity or termination, if not resolved by conciliation or mutual settlement between the Parties within a reasonable time, shall be submitted to arbitration in accordance with the Irish Arbitration Act 2010, subject to sections 2-5. The details of the subject and circumstances of the dispute shall be communicated in writing by the Party alleging the same to the other Party/parties.
2. The Governing Board shall act as first level of arbitration.
3. In the event of failure to resolve the disagreement by the Governing Board, each Core Partner shall appoint a member to an Arbitration Panel from outside the subject area of **the Programme**. Members of the Arbitration Panel may be members of the partner institutions or appointed from outside the institutions if this is deemed appropriate. The Arbitration Panel shall appoint an independent Chair.
4. The Panel so constituted shall determine its choice of law, set its own rules of procedure and adjudicate the matter submitted to it.
5. The decision of the Panel shall be final, and upon it being communicated to the Parties, they shall abide by it forthwith.

### 4. Data Protection

1. The Consortium shall note the responsibility of complying with the data protection requirements as stipulated in The General Data Protection Regulation (EU) 2016/679.
- The Parties agree to comply with the requirements of the General Data Protection Regulation (EU) 2016/679 and with the applicable laws of their respective countries in this respect and shall execute a Joint Controller Policy in the form appended at Annex 12 which shall articulate their respective obligations.

### 5. Promotion of the Programme

1. The Core Partners commit to collaborate in active and innovative promotion of **the Programme** at a national, European and international level, and to use all of their existing networks to disseminate **the Programme** as widely and as effectively as possible.
2. The Governing Board shall work closely with the marketing, communication and Public Relations offices from each of the Core Partner institutions to develop a set of promotion tools.
3. A detailed promotion plan shall be set and reviewed annually by the Governing Board.

### 6. Obligations and Responsibilities of Consortium Members

1. Consortium Members are: the Coordinating Institution, Core Partners and Associate Partners, together known as **Partners**. Each Partner contributes academic modules, supervision expertise, and research facilities to the Programme according to their roles specified in this Policy. Students must register with the three Core Partners. All Partners can host Students during their thesis work for a partial or full duration of Semester. Each Partner shall bear sole responsibility for ensuring that all contractual arrangements entered into with personnel recruited for the Programme are fully compliant with applicable national legislation and any relevant collective labour agreements.

## 2. The Coordinating Institution

The Consortium has identified the University of Limerick as the Coordinating Institution for the scheme that has entered into an agreement, on behalf of the Consortium, with EACEA.

- (a) The Coordinating Institution shall be responsible for
  - (1) all formal contacts with EACEA, including the signature of the contract on behalf of the Consortium and the submission of the reports required under the terms of the contract with the EACEA,
  - (2) managing the administrative, legal and financial aspects of the Consortium on the basis of the terms of this Policy and the contract with EACEA, and
  - (3) ensuring that all the necessary arrangements and resources are available for the effective delivery and management of **the Programme**. The Coordinating institution has the primary legal responsibility towards EACEA for the proper execution of this agreement.
- (b) The Coordinating Institution shall be responsible for
  - (4) maintaining, during the term of this Policy and for a period of five years after its termination or expiry, or longer, if required by the data retention period of the University, full records of **the Programme**, including details of the students, their academic progress, awards achieved and such other information as necessary.
- (c) The Coordinating Institution shall be responsible for
  - (5) coordinating the issuing of transcripts and/or Diploma Supplements.
- (d) The Coordinating Institution shall ensure that each of the Core Partners
  - (6) is fully debriefed about any formal contacts with EACEA,
  - (7) receives in draft all formal reports for EACEA with a minimum of five (5) working days for reply.
- (e) Manage on behalf of the Consortium accession of Associate Partners as described in Section 4 (c-d)

## 3. Core Partners

- (a) Core Partners are Higher Education Institutions (HEIs) that have an instrumental role in the implementation of **the Programme** and actively participate in the coordination, delivery and management of **the Programme**.
- (b) Core Partners shall be responsible for
  - (1) enrolling students ensuring full support from their University, including all the resources, academic/administrative staff and facilities necessary to effectively deliver and manage **the Programme** at a local level, in particular for hosting MEMSE students, delivering transcripts and diplomas,
  - (2) ensuring prompt communication with the Coordinating Institution in relation to any change of circumstances or difficulties in the execution of this agreement,
  - (3) ensuring the reliability of all information communicated to the Coordinating University in relation to all financial matters, as well as the communication of student records (i.e., grades) obtained at Core Partner institutions,
  - (4) offering thesis topics to students, registering students for thesis work and supervising/co-supervising thesis work according to the local practice.
  - (4) ensuring the availability of all relevant documentation related to the delivery and management of **the Programme** at a local level, and
  - (5) supplying this documentation in a timely manner and no later than ten workdays after any formal request, unless otherwise agreed.

## 4. Associate Partners

- (a) Associate Partners are
  - (1) Higher Education Institutions or individual scholars (Academic Associate Partners) such as The Programme will accede following Comenius University of Bratislava (CUB), Slovakia, and University

of Limoges (ULI), France from the European Union and Bangladesh University of Engineering and Technology (BUET), Bangladesh, and Indian Institute of Technology, Madras (IITM), India as from outside the European Union, or

(2) other organizations (companies, non-governmental organizations, national or international administration bodies; Organizational Associate Partners), that contribute to the dissemination, delivery, monitoring, evaluation and/or sustainable development of **the Programme**.

- (b) Associate Partners collaborate with the Consortium on an *ad-hoc* basis.
- (c) Forms of collaboration between Associate Partners and the Consortium shall be specified in separate bilateral protocols.
- (d) Each Associate Partner shall sign with the Consortium a bilateral protocol previously approved by the Governing Board for the purpose of accession to the Programme. The Coordinating Institution will sign this document on behalf of the Consortium.
- (e) Associate Partners can co-supervise. They can be primary supervisors provided that the student thesis is offered and registered through one of the Core Partners with co-supervision from one of the staff members of the respective Core Partner.

## 7. Programme management

1. Consortium Coordinator: MEMSE shall be coordinated by:

- (a) The European Consortium Coordinator, or simply **the Coordinator**, who shall be responsible for the overall management of **the Programme** on behalf of the Consortium and will be the person responsible for first point of contact with the European Commission
- (b) Partner Leaders, who shall support the Coordinator on behalf of the respective Partners according to this Policy with implementation of **the Programme**.

The Coordinator and Partner Leaders shall be supported by their respective global, legal, finance and administration departments..

2. Governing Board (GB)

The Consortium shall establish a joint Governing Board constituting respective partner leaders from each Partner and chaired by the Coordinator. It represents the highest decision-making body of the Consortium and shall supervise the delivery of **the Programme**, with strategic management including strategic direction, funding, scientific contents and technical aspects. The GB shall ensure effective coordination across institutions and transparent decision-making processes. Partner Leaders are ex-officio representatives to the Governing Board in accordance with their respective leadership structure The organogram of the governance structure is shown in ANNEX 3.

Its responsibilities include *inter alia*:

- strategic oversight of the programme
- approval of major academic and administrative decisions
- approval of financial strategy and operational policies
- admission policy oversight
- approval of curriculum changes
- long-term programme sustainability planning

It is recognized that the Governing Board shall act in an advisory capacity when reporting to the degree awarding universities/bodies on issues such as standard. It shall, however, monitor Partner Institutions' compliance with this Policy and the associated Annexes.

The Governing Board shall:

At the academic level:

- (a) Define Consortium policies, make strategic long-term decisions on **the Programme** of study, define **the Programme** structure and ensure the consistency of mobility paths;
- (b) Monitor any changes in Partner Institutions' educational offer and validate syllabuses of new courses to be included in **the Programme**;
- (c) Be in charge of the selection and admission of Programme students and guest lecturers, validating their mobility projects;
- (d) Monitor the achievement of **the Programme's** learning objectives;
- (e) Mediate disputes between Consortium Members and Programme students.

At the administrative level:

- (a) Oversee all aspects of delivery of **the Programme**;
- (b) Monitor progress against targets and define clear effectiveness and efficiency criteria;
- (c) Monitor the implementation of its own decisions;
- (d) Ensure equal division of labour across the Consortium;
- (e) Establish and evaluate models and procedures of funding from the Consortium budget, budget transfers and other financial arrangements relevant to **the Programme**;
- (f) Receive, discuss and vote on recommendations of the Quality Assurance Board, in particular the Quality Assurance Policy;
- (g) Receive, discuss and approve the annual financial report and other reports required under the terms of contract with EACEA;
- (h) Receive, discuss and vote on the annual Consortium budget plan;
- (i) Monitor budget management, namely tuition fees, EMJM scholarships and the coverage of Consortium Members' costs;
- (j) Propose means to ensure the long term sustainability of **the Programme**;
- (k) Review, on an annual basis, Consortium policies set in this Consortium Policy and the associated Annexes, propose and vote on amendments (as needed);
- (l) Discuss and vote on the admission of new Associate Partners to the Consortium;
- (m) Act as first level of arbitration in case of disputes between Consortium Members.

### 3. Joint Programme Management Board (JPMB)

The Consortium shall establish a joint Quality Assurance Board which shall be responsible for monitoring the quality of **the Programme**, designing and implementing quality enhancement policies. The Quality Assurance Board shall act without prejudice to existing local Quality Assurance measures implemented by the Core Partners.

### 4. International Advisory Board (IAB)

The Consortium shall establish a joint International Advisory Board which shall provide independent advice and guidance to the Governing Board and to the Quality Assurance Board. It shall make recommendations on crucial technical choices taking into consideration the international context, on the distribution of resources to comply with priorities, and on activity planning.

5. The detailed management structure of the Consortium, including the structure of the Governing Bodies, as well as the tasks and responsibilities of Consortium Coordinators and of the Governing Bodies, is stipulated in the MEMSE Consortium Structure and Organization Description, included as ANNEX 1. The organogram of the Consortium, as well as contact details of Consortium Coordinators, are provided in ANNEX 3.

## 8. Budget of the Consortium

### 1. Income and costs

#### 1.1. The Consortium's financial income consists of:

- (a) Funding from EACEA through the EMJM Grant. The Grant is paid to the Coordinating Institution and includes: (1) Contribution to the institutional costs of the EMJM; and (2) Student scholarships. This Scholarship shall be redistributed by the Coordinating Institution directly to Scholarship receiving Programme students;
- (b) Tuition fees paid by MEMSE students whose participation cost is not covered by EACEA's Contribution to the institutional costs of the EMJM;

1.2. The Coordinating Institution is the sole recipient of students' participation costs and bears the primary responsibility for management of the Consortium budget and redistribution thereof among Consortium Members as specified in ANNEX 2.

1.3. Predicted costs of delivering the MEMSE programme are specified in ANNEX 2. These costs shall be reviewed and amended by the Governing Board on an annual basis by means of the annual budget plan.

### 2. Participation costs

2.1. The Consortium will not charge any tuition fees to students, scholarship and non-scholarship holders, whose participation cost is covered by EACEA's Contribution to the institutional costs of the EMJM.

2.2 Students of non-EU nationality whose participation cost is not covered by EACEA's Contribution to the institutional costs of the EMJM shall pay a tuition fee to the Core Partners according to their respective fees policies. The Governing Board shall review the participation costs to be charged to students respecting the national practice and legislation of each partner.

2.2. The participation costs shall be quoted in Euros.

2.3. The participation costs shall be collected in accordance with the policy adopted by the Governing Board (see ANNEX 2).

2.4. The participation costs shall be distributed to Partner Institutions on the basis of student enrolments, and in accordance with a formula as per MEMSE Consortium Partner Financial Agreements given in ANNEX 2.

2.5. The participation costs distributed to Partner institutions are at the exclusive disposal of the Partner Institutions.

2.6 In the event of any costs or additional fees arising from the course of study that are not covered by the EACEA's Contribution or any other funds under this agreement, the Core Partners may charge them directly to the students.

## **9. Confidentiality and intellectual property**

### **1. Intellectual Property**

The ownership and/or control of intellectual property used or generated in connection with **the Programme** shall apply as follows:

- (a) If generated by the student, subject to the rules of the institution where the student was registered at the time the intellectual property was created;
- (b) If generated by staff, subject to the rules of the employing institution;
- (c) If generated jointly between students and/or staff of two institutions, the institutions shall agree which of them shall manage the intellectual property, taking into account the internal institutions' rules on intellectual property, and for this purpose shall ensure that full assignments of the intellectual property are obtained.

### **2. Confidentiality**

2.1. No party to this Policy shall divulge to any person (other than those whose province it is to know it or with proper authority) or use for any purpose, any confidential information or any financial information relating to the other which it acquires as a result of entering into this Policy and shall endeavour to prevent its employees from doing anything which would be a breach of this clause. This restriction shall continue to apply for ten years after the expiration or termination of this Policy but shall cease to apply to secrets or information which come into the public domain through no fault of the party concerned.

2.2. The institutions shall each individually confirm that strict confidentiality will be observed in all communications relating to portable or potentially commercially valuable intellectual property created within **the Programme**.

## ANNEXES

## ANNEX 1: MEMSE CONSORTIUM STRUCTURE AND ORGANIZATION DESCRIPTION

### 1.1 MEMSE Project Management Structure

#### 1. The Coordinator

The Coordinating Institution shall nominate a Coordinator, who shall be responsible for managing **the Programme** at a central level and for ensuring that all the responsibilities and obligations of the Coordinating Institution toward the Core Partners are fulfilled.

#### 2. Partner Leaders

Each Partner shall nominate a Partner Leader and ensure that they provide sufficient and dedicated time and resources to contribute to the best of their abilities to the effective delivery of **the Programme**. Partner Leaders shall support the Coordinator on behalf of the respective Partners in the leadership and implementation of **the Programme**. The Coordinator and Partner Leaders shall be supported by their respective global, legal, finance and administration departments.

#### 3. Chair of the Governing Board (GB)

The Consortium shall establish a joint Governing Board constituting respective partner leaders from each Partner and chaired by the Coordinator.

#### 3. Chair of the Joint Programme Management Board (JPMB)

Chair of the JPMB shall be nominated by the Governing Board.

#### 5. Chair of the Advisory Board (AB)

Chair of the JPMB shall be nominated by the Governing Board.

#### 6. Academic Administration Unit (AAU)

The Consortium shall establish an Academic Administration Unit with membership from Core Partners' relevant Subject Expert/Programme Leader/Course Directors and relevant representative from their respective Academic Administration/Academic Registry or equivalent department. AAU will maintain academic quality in compliance with the respective academic regulations and standards of **Core Partners** while ensuring overall coherence with **the Programme**.

Its responsibilities include:

- (a) Ranking of student applications to recommend scholarship
- (b) Recommend grading, progression and award with quality assurance
- (c) curriculum design, review and evaluation
- (d) module coordination and assessment frameworks at the local level
- (e) recognition and recommendation of credits across partner institutions
- (f) ensuring alignment of learning outcomes.

#### 7. Operational Coordination Unit (OCU):

The Consortium will establish an Operational Coordination Unit (OCU) with membership from representatives from Core Partners' international office, admissions, graduate and postgraduate studies and finance offices or their equivalents.

The OCU will be responsible for:

- (a) coordinating promotion of the Programme at national, European and international level for

- recruitment,
- (b) Screening of student applications for AAU recommendation for admission offer with or without Erasmus scholarship and enrolment of student accepting
- (c) student onboarding, pastoral care, mobility management,
- (d) manage administration cost, scholarships, and financial administration according the local financial practices.
- (e) issue offer letters to students. facilitate student enrolment and visa process (if applicable), and manage mobility.

## 1.2 MEMSE Governing Bodies

### 1.3 GOVERNING BOARD (GB)

#### Membership of the Governing Board

The Governing Board shall be composed of the following members:

- 1.3.1 The Coordinator (Chair of the Governing Board)
- 1.3.2 Partner Leaders
  - Chair of Joint Programme Management Board (JPMB)
  - Chair of the Advisory Board (AB)
  - Student Representatives

Partners shall use all reasonable endeavours to facilitate and maintain the continuity of representation. Partners reserve the right to replace their representative/s and/or to appoint a substitution. The new representative must obtain unanimous approval from the Governing Board.

#### Meetings of the Governing Board

The Governing Board shall meet at least twice per academic year, including at least one physical meeting. Meetings may be hosted in rotation by the Core Partners on their respective campus.

Virtual meetings may be held at any time upon request of any permanent member of the Governing Board and upon approval of the Chair of the Governing Board.

Minutes from each meeting of the Governing Board shall be sent to all permanent members and shall be considered as tacitly approved if none of the permanent members objects in writing (i.e., by email to the Chair of the Governing Board) within 10 calendar days after receipt.

#### Voting

Each member of the Governing Board present or represented at the meeting shall have one vote.

The Governing Board shall not deliberate and decide validly unless a quorum of 70% of its members are present or represented.

Decisions shall be taken by a two-thirds majority of the votes of the members present or represented. \_\_\_\_\_

### 1.4 Joint Programme Management Board

#### Mission of the JPMB

The JPMB is responsible for the day-to-day operational management and quality control of the Programme. It shall:

- (a) Formulate selection criteria for the approval of GB as Jointly Selected Student Selection Criteria
- (b) Receive recommendations for admission ranked by Academic Administration Unit (AAU) following evaluation of applications screened by Operational Coordination Unit (OCU)
- (c) Coordinate the delivery of **the Programme** across institutions, monitor implementation, identify risk and suggest and implement contingency
- (d) Establish key performance indicators (KPIs) for continuous internal monitoring and annual quality monitoring review including feedback from students and academic staff and prepare a formal report to the GB;
- (e) Establish indicators and procedures for the evaluation and monitoring of learning outcomes.
- (f) Monitor the implementation of the agreed Quality Assurance tasks and evaluate their outputs;
- (g) Monitor the quality of learning and teaching activities, formal, non-formal and informal learning outcomes, teaching coordination between semesters and between partners, and propose improvement plans;
- (h) Monitor the quality of the overall academic coordination, board-level coordination, Full Partners' integration and engagement, and propose improvement plans;
- (i) Monitor the adequacy between the learning outcomes of **the Programme** and the needs of potential employers, including the assessment of any relevant changes in the curriculum;
- (j) Ensure that all stakeholders (students, teaching staff, administrative staff, etc.) are engaged in a participatory way in implementing the Board's recommendations;
- (k) Track the academic and professional achievements of Programme students
- (l) Recommend to the GB award of degree
- (m) Manage thesis co/supervision and assessment
- (n) Oversee Secondment and Industrial training
- (o) Organise and promote Winter/Spring/Summer School

#### Members of the Joint Programme Management Board

The Quality Assurance Board shall consist of the following members:

Permanent members are:

- Chair, an external expert independent of the **Partners**
- Subject Expert/Course Director from the **Core Partners**
- Representatives of Associate Partners
- Student Representatives and Programme alumni.

#### Meetings of the JPMB

The JPMB shall meet at least twice per semester at a physical or virtual meeting.

Extraordinary virtual meetings may be held at any time at the request of the Chair.

Minutes of JPMB shall be sent to all members of the Governing Board will be discussed at the next available meeting of the Governing Board.

#### Voting

Each member of the JPMB present or represented in the meeting shall have one vote.

JPMB shall not deliberate and decide validly unless a quorum of 70% of its members are present or represented. Decisions shall be taken by a two-thirds majority of the votes of the members present or represented.

### 1.5 ADVISORY BOARD

#### Members of the International Advisory Board

The International Advisory Board shall consist of international experts nominated by the Governing Board and shall be chaired by a Chair appointed by the Governing Board.

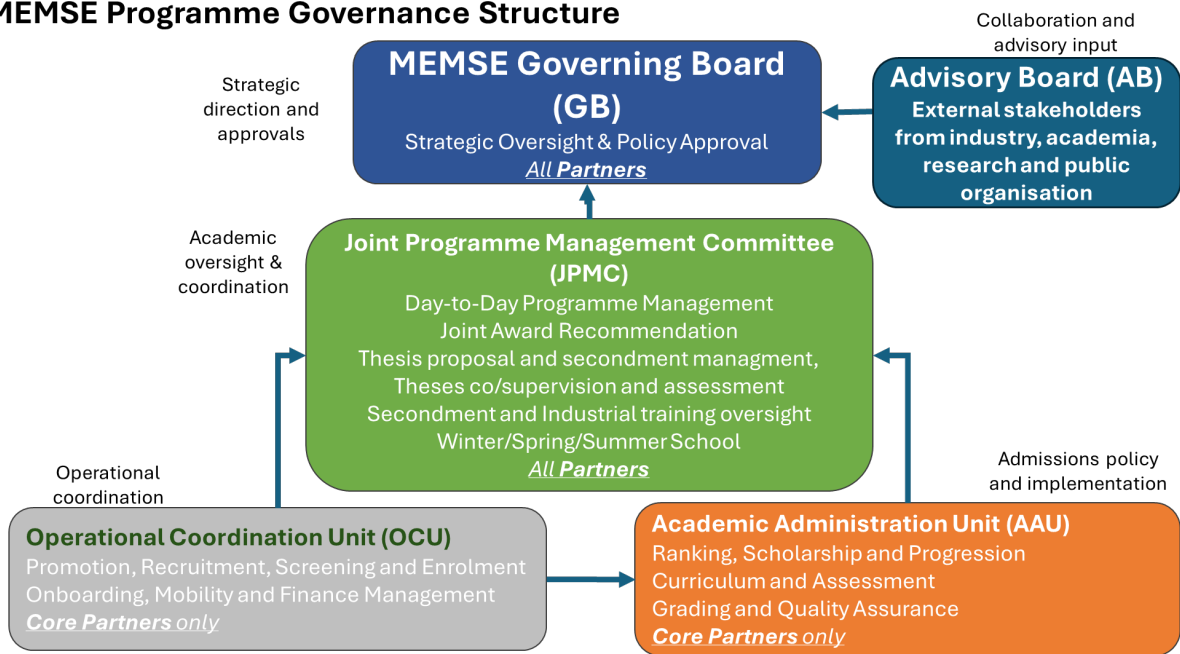
All members of the International Advisory Board shall be required to sign a confidentiality agreement.

Meetings of the International Advisory Board

The International Advisory Board shall meet once a year during a physical or virtual meeting. An extraordinary meeting can be held at any time.

After each meeting, the Chair of the International Advisory Board shall provide the Governing Board with a formal report including an evaluation of the current state of **the Programme** and recommendations.

**MEMSE Programme Governance Structure**



## ANNEX 2: MEMSE CONSORTIUM PARTNER FINANCIAL AGREEMENTS

### 1. Budget management

- (a) The Consortium agrees that the period from the 1<sup>st</sup> of October to the 30<sup>th</sup> of September of the following calendar year shall be considered one financial year.
- (b) At the end of each financial year, the Coordinating Institution shall draft and submit for voting by the Governing Board an annual budget plan specifying: (1) the planned income for the upcoming academic year, (2) the planned shared expenses related to the promotion, management and delivery of **the Programme**, in particular the costs of Programme promotion, staff salaries and ad-hoc compensations, (3) planned specific expenses of Core Partners related to the management and delivery of **the Programme**, in particular expenses related to the organization of meetings of the Consortium governing bodies and travel expenses (if applicable), and (4) planned redistribution of the Consortium funding among Core Partners.
- (b) After the budget plan is approved by the Governing Board, the Coordinating Institution shall redistribute funding according to that budget. The budget will be distributed to the Partner Institutions each year, in two instalments, one in each semester.
- (c) Each of the Core Partners is responsible for managing, in accordance with the annual budget proposal, the amount that was allocated to this Partner, and commits to keeping full financial records and documentation for all transactions relating to funds distributed under this Policy and to make available all requested financial documentation for audit and/or reporting purposes within a maximum of ten working days of the request except as agreed to by all Parties.
- (d) The Coordinating Institution shall ensure timely payments to the Core Partners, monitored by the Technical Secretariat. In case of any delay, the Coordinating Institution shall inform the concerned parties as soon as possible. The payment of annual contributions shall be completed in October at the beginning of the new financial year, once the Governing Board has approved the budget. Any adjustments due to student withdrawal shall be implemented in the next financial year.
- (f) At the end of each financial year, the European Administrative Coordinator shall draft and submit for voting by the Governing Board a financial report from this financial year.

### 2. Tuition fees

The Consortium agrees that:

- (a) EMJM Scholarship holders will not be charged any tuition fees.
- (b) EMJM Non-scholarship holders whose participation costs is covered by contribution to the institutional costs of the EMJM will not be charged any tuition fees.
- (c) Self-funded students and any students whose participation costs will not be covered by contribution to the institutional costs of the EMJM will be charged by the local practice of the Core Partners on a semester by semester basis for the duration of their study including thesis work registered at the Core Partner. Such fees will be clearly indicated in the offer letter.
- (d) The fees, if applicable, shall be paid to the Coordinating Institution by the student.
- (e) In the event of any costs or additional fees arising from the course of study that are not covered by the EACEA's Contribution or any other funds under this agreement, the Core Partners may charge the cost directly to the students.

### 3. Consortium budget

MEMSE CONSORTIUM BUDGET 2027-2033	
Number of Enrolled Students	
Total number of students:	96
of which:	
EMJM Scholarship holders (EU: 48; Targeted Region: 18)	66
EMJM Non-Scholarship holders	30
Estimated number of EU/EEA self-funded students	18

Estimated number of Non-EU/EEA self-funded students	12
<b>EMJM Contribution to the Consortium and Tuition Fees</b>	
EMJM contribution per student per year:	16800 EUR
Tuition fees Erasmus+ country per year (self-funded students):	0 EUR
Tuition fees non-Erasmus+ country per year (self-funded students):	9 333 EUR
<b>EMJM Scholarships</b>	
EMJM Scholarships:	2 217 600 EUR
EMJM Contribution for Special Needs:	120 000 EUR
Total Contribution to Students:	2 337 600 EUR
<b>Consortium Institutional Costs</b>	
EMJM Contribution to Institutional Costs:	1 720 800 EUR
Estimated income from Self – Funded Students’ Tuition Fees:	154 000 EUR
<b>Estimated</b> total institutional costs:	1 882 000 EUR
of which:	
Estimated <b>Central Management Costs (25%)</b> :	470 500 EUR
Estimated <b>Contribution to Core Partners (75%)</b> :	1 882 000 EUR
of which:	
Estimated contribution to <b>UL</b> :	<b>514500 EUR</b>
Estimated contribution to <b>WUST</b> :	<b>465 000 EUR</b>
Estimated contribution to <b>FHM</b> :	<b>432 000 EUR</b>

The final amount to be distributed to each Core Partner shall be calculated based on the actual consortium income and number of students enrolled in a given institution in each academic year, as described in Point 1.

There are three separate calculations for the budget:

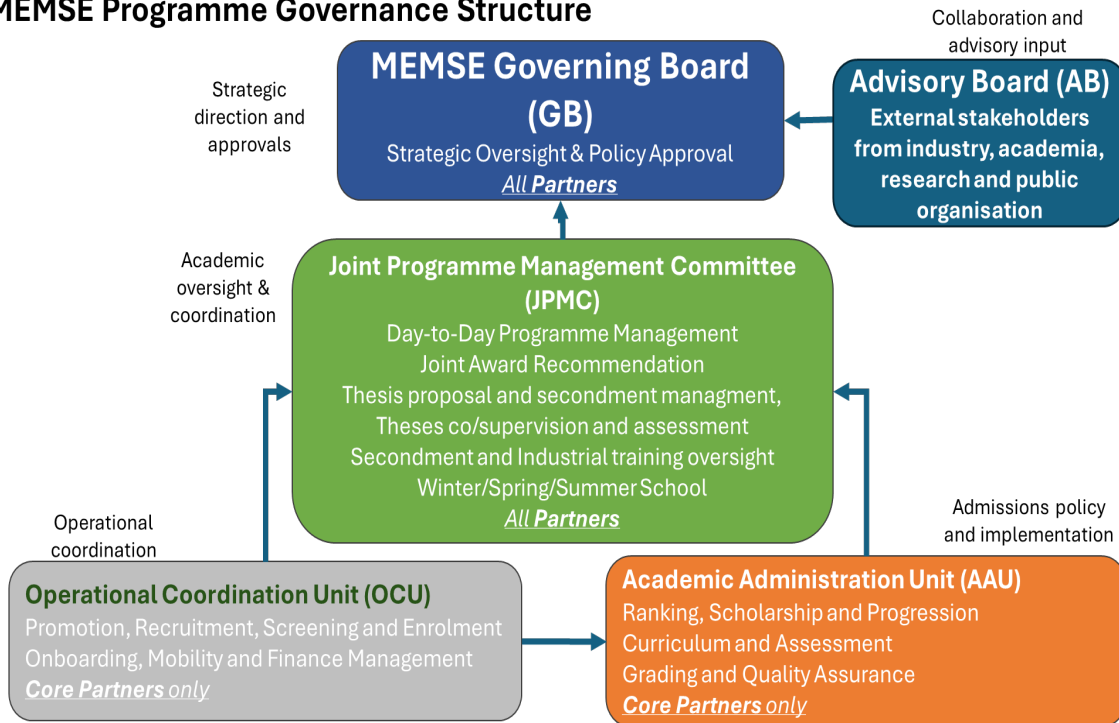
- I. Income from the Erasmus Mundus Grant
- II. Income from Self Funded EU students (at the EU/EEA fee) estimated to be €0 as fees will not be charged.
- III. Income from Self Funded non-EU students (at the non-EU/EEA fee)

The breakdown of the cost estimate is shown below:



## ANNEX 3: ORGANOGRAM OF THE CONSORTIUM

### MEMSE Programme Governance Structure



## ANNEX 4: MEMSE JOINT CONTROLLER AGREEMENT

The Parties are to work together on the preparation, delivery and quality assurance of the **Erasmus Mundus Master in Emerging Materials Science and Engineering (MEMSE)** which will involve the sharing of Personal Data by a Party(ies), as applicable, for the purposes of organising and delivering the Joint Master Programme (“the Programme”) as described in Appendix 1.

The Parties have agreed to share data including Personal Data as described in Appendix 2 for the purposes of **the Programme** (the “Shared Personal Data”).

The Parties have jointly determined the purposes of the Processing (as defined below) for the Programme as specified in Appendix 1 (“Agreed Purpose”).

The Parties wish to set out the principles and procedures that the Parties shall adhere to in relation to Shared Personal Data being shared for the Agreed Purpose.

The Parties wish to enter into this Policy to comply with the requirements of the current legal framework in relation to Data Processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Therefore, the Parties agree as follows:

**Coordinating Institution** as defined in the Consortium Policy between the Parties

**Data Controller** means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed.

**Data Processor** means any person (other than an employee of the data controller) who processes the data on behalf of and under the instruction of the Data Controller.

**Data Protection Laws** means all legislation and regulations relating to the protection of personal data including (without limitation) the Data Protection Act 2018, the GDPR, and all other statutory instruments, industry guidelines (whether statutory or non-statutory) or codes of practice or guidance issued by the Data Protection Commission (the “DPC”) or other relevant competent authorities relating to the processing of personal data or privacy or any amendments and re-enactments thereof.

**Data Discloser** means the Party transferring Personal Data to the Data Receiver. Either Party may be a Data Discloser.

**Data Receiver** means the Party receiving the Personal Data from the Data Discloser. Either Party may be a Data Receiver.

**Data Subject** means an individual who is identifiable from personal data including students, staff members and other individuals involved with **the Programme**.

**Delete** means removing all Personal Data which is electronically held in such a way that it can never be retrieved from the device on which it is held.

**GDPR** means the General Data Protection Regulation (Regulation (EU) 2016/679).

**Joint Controller** shall mean two or more Data Controllers jointly determining the purposes and means of processing as defined in Article 26 of GDPR.

**Personal Data** shall mean any personal data (as defined in the Data Protection Law) Processed by a

Party in connection with this Policy, and for the purposes of this Policy includes the special categories of sensitive personal data as listed in Article 9(1) of GDPR.

**Processing** shall mean any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction (and Process and Processed should be construed accordingly).

**Pseudonymisation** shall have the meaning given to that term in Article 4 of the GDPR.

**Shared Personal Data** means the Personal Data to be shared and processed between the Parties. Shared Personal Data shall be confined to that listed in Appendix 2. Each data set of Shared Personal Data to be listed separately in Appendix 2, as applicable.

### 12.1 Joint Controller Obligations

The Parties acknowledge that a Party (as the Data Discloser), will, as necessary, disclose to the other Party (as the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purpose.

Each Party shall comply with all the obligations imposed on a Data Controller under the Data Protection Laws in the performance of its obligations under this Policy and any other agreement between the Parties which pertains to Shared Personal Data (“Relevant Agreements”), and any material breach of the Data Protection Laws in respect of a Relevant Policy by one Party shall, if not remedied within 30 days of written notice from the other Party, give grounds to the other Party to terminate this Policy with immediate effect.

Each Party will Process that Shared Personal Data only for the purpose of carrying out the Agreed Purpose.

Each Party will take such technical and organisational measures as may be appropriate to ensure the security of that Shared Personal Data (including by way of example and without limitation, the Pseudonymisation and encryption of Shared Personal Data, the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services and the ability to restore the availability and access to Shared Personal Data in a timely manner in the event of a physical or technical incident). Without prejudice to the generality of the foregoing, each Party will keep that Shared Personal Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction.

Each Party will ensure that access to that Shared Personal Data is limited to those of its employees, staff, officers and agents who need access to the Shared Personal Data for the Agreed Purpose and will take reasonable steps to ensure the reliability of such persons which shall include ensuring that such persons understand the confidential nature of the Shared Personal Data, have received appropriate training in data protection prior to their use of the Personal Data and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

Each Party will not authorise any third party or sub-contractor to Process any Shared Personal Data without (i) first informing the other Parties and (2) such third party or sub-contractor entering into a contract with it on terms which are substantially the same as the terms set out in this Policy and, on condition that the Processing of that Shared Personal Data pursuant to such contract shall terminate on the earlier of termination or expiry of this Policy or the sharing of Personal Data between the Parties no longer being required for the purposes of the Project.

Each Party will give the other Party such information and assistance as it reasonably requires in

order to enable the other Party to meet its obligations to data subjects, in particular, but without limitation, complying with Data Subjects' requests for access to, information about, and the rectification of, their Personal Data.

Unless agreed otherwise between the Parties, the Coordinating Institution shall be aped as the single point of contact (SPoC) for Data Subjects. The SPoC shall be detailed within Appendix 2 of this Policy.

The SPoC is responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.

Each Party will notify the other Party immediately should it receive any request or enquiry from any Data Subject in relation to the Shared Personal Data being Processed for the purpose of **the Programme**, give the other Party such assistance in dealing with that request or enquiry as it may reasonably request; and not disclose or release Shared Personal Data without first consulting with the other Party wherever possible.

Each Party will notify the other Party without delay of any actual or suspected breach of security which involves that Personal Data or breach of this Clause 1.

In respect of any breach of Shared Personal Data, each Party will notify the other Party of the Personal Data breach without undue delay (in accordance with applicable law) and provide the other Party without undue delay with such details as the other Party reasonably requires regarding the nature of the Personal Data breach (including the categories and approximate numbers of Data Subjects and protected data records concerned or likely to be concerned), any investigations into such Personal Data breach, the likely consequences of the Personal Data breach and any measures taken, or recommended, to address the Personal Data breach, including to mitigate its possible adverse effects.

At the other Party's written request without delay (in accordance with the applicable law), each Party will either securely Delete or securely return to the other Party all the Shared Personal Data that the other Party has shared with it in such form as it requests after the earlier of:

- the expiry or termination of this Policy; the end of **the Programme**; or

- the sharing of the Shared Personal Data in question no longer being required for the purposes of **the Programme**; and

- securely Delete existing copies (unless storage of any data is required by applicable law and, if so, it will inform the other Party of any such requirement).

Each Party will promptly (and in any event within two Business Days) inform the other Party if it receives a complaint or request relating to any Party's obligations under the Data Protection Laws relevant to this Policy, including any compensation claim from a data subject or any notice, investigation or other action from any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering any Data Protection Laws and provide the other Party with full details of such complaint or request; and

Each Party will not transfer that Personal Data outside the European Economic Area without first obtaining the other Party's written consent. In the case of any proposed transfer of Shared Personal Data outside the European Economic Area, the Party will ensure that it complies with the relevant provisions of GDPR and the Data Protection Laws;

Each Party will ensure that the sharing of responsibilities between both Parties reflects the Joint Controller Matrix in Appendix 3 of this Policy.

## **12.2 Audit**

Each Party will allow the other Party at all reasonable times to inspect and review the steps being taken by it to comply with Clause 1 above, and will give the other Party any assistance which it reasonably requires with that inspection and review.

## **12.3 Data Protection**

The Parties must comply with the Data Protection Laws that apply to it in relation to Shared Personal Data processed in connection with **the Programme** and the performance of this Policy.

## **12.4 Termination**

12.4.1 Subject to clause 12.4.2 either Party may terminate this Policy upon giving 45 days prior written notice to the other.

12.4.2 The provisions in this Policy will continue in full force and effect for so long as a Party is a Data Controller or shares any Personal Data with the other Party, notwithstanding the expiry or termination of this Policy.

12.4.3 Without prejudice to any termination rights in this Policy, if any Party is in breach of its obligations under Clause 12.4.1, the other Party may suspend any sharing of Shared Personal Data for the purposes of **the Programme** until the breach is remedied.

## **12.5 Data Retention**

12.5.1 The Parties shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.

12.5.2 The Shared Personal Data will be retained by each Party in accordance with each Party's records retention schedule.

## **12.6 Assignment**

Neither Party shall assign, sub-licence, delegate or otherwise transfer all or any of its rights or obligations under this Policy, without the prior written consent of the other Party.

## **12.7 General**

12.7.1 Each of the provisions of this Policy is separate and severable and enforceable accordingly. If at any time any of the provisions is held to be void or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. If any provision is held to be void or unenforceable, the Parties agree to substitute any such provision with a valid enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

12.7.2 This Policy represents the entire agreement between the Parties with respect to the subject matter therein and supersedes all prior representations, agreements, arrangements and undertakings with respect thereto whether written or oral. This Policy may only be amended in writing signed by duly authorised representatives of the Parties.

12.7.3 Neither this Policy nor any subsequent discussions between the Parties shall create any obligations other than those expressly stated herein. Nothing in this Policy shall oblige either Party to enter into any further agreement with the other in relation to the subject matter of this Policy.

12.7.4 All notices given by a Party to the other pursuant to this Policy shall be in writing and may be delivered by email, including request of read receipt, or pre-paid post, registered courier, by hand to the address at the beginning of this Policy.

12.7.5 Any such notice, if so given, shall be deemed to have been served:

if sent by hand, when delivered;

if sent by post or courier, five business day after posting;

if sent by email, upon read receipt notification.

12.7.6 This Policy may be executed in any number of counterparts all of which taken together shall constitute one single agreement between the Parties. Transmission of an executed counterpart of this Policy by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Policy. The Parties acknowledge and agree that this Policy may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

12.7.7 This Policy shall be governed by and construed in accordance with the laws of Ireland and the Parties submit to the exclusive jurisdiction of the Irish courts as regards any claim or matter arising under this Policy.

12.7.8 Any dispute arising in connection with this Policy, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of Ireland.

12.7.9 The Parties hereto have caused this Policy to be executed the day and year herein first appearing by their duly authorised representatives.

## **APPENDIX 1**

The structure of the consortium along with a description of the organisation of the Erasmus Mundus Master Programme, MEMSE, is set out in Annex 1 of the Consortium Policy.

## APPENDIX 2

Table 1. Shared Personal Data of Students on the MEMSE programme. *Table to be replicated and completed for each data set of Shared Data.*

TABLE – SHARED PERSONAL DATA	
<b>The subject matter of the Processing</b>	<p>Clarify the purpose of the processing/sharing of data in the context of <b>the Programme</b> (Agreed Purpose)</p> <p>Student selection, registration at the Coordinating Institution and at the respective Core Partner Institutions, progression and graduation via the recognition of credits earned at each Core Partner university, placement of students on placements and arrangements for the thesis supervision, maintaining contact with the Alumni of <b>the Programme</b>; supporting the process around visa applications.</p>
<b>The nature and purpose of the Processing</b>	<p>Describes the type of processing being performed on personal data. Examples include:</p> <ul style="list-style-type: none"> <li>Collection of data</li> <li>Organisation of data</li> <li>Storage of data</li> <li>Consultation of data</li> <li>Erasure of data</li> <li>Destruction of data</li> </ul>
<b>The type of Personal Data being Processed</b>	<p>Please select one or more from the following or add as appropriate:</p> <ul style="list-style-type: none"> <li>Name</li> <li>Date of Birth (DoB)</li> <li>Address (postal and electronic)</li> <li>Phone numbers</li> <li>Passport details</li> <li>Nationality/Ethnic</li> <li>Student ID numbers at each university</li> <li>Student records/transcripts</li> <li>Student’s previous diplomas/degree information</li> </ul>
<b>The categories of data subjects</b>	<p>Please select one or more from the following:</p> <ul style="list-style-type: none"> <li>Students</li> <li>Applicants to <b>the Programme</b> (during the selection period)</li> </ul>
<b>Party responsible for providing information under art 13 and 14 i.e. data protection notice</b>	<p>Document the SPOC: The Coordinating University- University of Limerick</p>

Table 2. Shared Personal Data of Staff working on the MEMSE programme.

TABLE – SHARED PERSONAL DATA	
<b>The subject matter of the Processing</b>	Clarify the purpose of the processing/sharing of data in the context of <b>the Programme</b> (Agreed Purpose) Management of <b>the Programme</b> and communication between the partners of the MEMSE consortium; allocation of supervisors; engagement for grade rechecks and exam procedures; general administration of <b>the Programme</b> and student supports.
<b>The nature and purpose of the Processing</b>	Describes the type of processing being performed on personal data. Examples include: Collection of data Organisation of data Storage of data Erasure of data Destruction of data
<b>The type of Personal Data being Processed</b>	Please select one or more from the following or add as appropriate: Name Address (postal and electronic) Phone numbers
<b>The categories of data subjects</b>	Please select one or more from the following: Staff
<b>Party responsible for providing information under art 13 and 14 i.e. data protection notice</b>	Document the SPOC: The Coordinating University- University of Limerick

Table 3. Shared Personal Data of Invited Scholars (Subject matter experts) for the MEMSE programme.

<b>TABLE – SHARED PERSONAL DATA</b>	
<b>The subject matter of the Processing</b>	Clarify the purpose of the processing/sharing of data in the context of <b>the Programme</b> (Agreed Purpose) Invitation of Expert Scholars to deliver teaching or conference/seminar presentations to the students on <b>the Programme</b> ; invitation to be on International Advisory Board, or the Quality Assurance Board; processing reimbursements when applicable; arranging for travel when applicable; arrangements with internship supervisors.
<b>The nature and purpose of the Processing</b>	Describes the type of processing being performed on personal data. Examples include: Collection of data Organisation of data Storage of data Erasure of data Destruction of data
<b>The type of Personal Data being Processed</b>	Please select one or more from the following or add as appropriate: Name Date of Birth (DoB) Address (postal and electronic) Phone numbers Passport details Bank account details Tax Identification Number
<b>The categories of data subjects</b>	Please select one or more from the following: Subject matter experts
<b>Party responsible for providing information under data protection notice</b>	Document the SPoC: The Coordinating University: University of Limerick

### APPENDIX 3

#### Joint Controllers Matrix

Data protection obligation	Responsible party
Provide information on the processing of personal data to data subjects in accordance with articles 13 and 14 GDPR.	All parties
Establish the legal basis for the processing of personal data.	All parties
Safeguarding that the data subjects can exercise their rights under the GDPR	All parties. Processes and procedures shall be laid down to enable the exercise of data subjects' rights.
Ensuring the security of personal data in accordance with article 32 GDPR and in accordance with other arrangements in this Policy.	All parties
Comply with data breach obligations (articles 33 and 34 GDPR).	If any party becomes aware of a personal data breach in connection with this Policy, that party shall promptly notify the relevant other Party. Parties will fully cooperate with each other in order to fulfil the (statutory) notification obligations timely.
Ensuring that employees who have access to personal data are instructed by a binding agreement or binding instruction(s) to process the personal data in conformity with the instructions of the controllers, including the duty of confidentiality.	All parties
Ensuring that engaged (sub) processors who have access to personal data are instructed by a binding agreement (data processor agreement) to process the personal data in accordance with the requirements stated in article 28 of the GDPR.	All parties
Ensuring that the transfer of personal data takes place in accordance with the GDPR.	All parties
Ensuring that compliance with the requirements regarding retention periods, destruction, return and/or migration of personal data.	All parties provided that these requirements are made known to each other.
Safeguarding that a data protection impact assessment is conducted prior to the collection, including obtaining and further processing of personal data (Article 35 AVG).	All parties
Cooperation with and audits by the supervisory authorities.	All parties

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