



ARISTOTLE UNIVERSITY of THESSALONIKI

Key Action 1 - Mobility for learners and staff - Higher Education Student and Staff Mobility

Erasmus+ Programme Inter-institutional agreement

Key Action 1

Learning mobility for higher education students and staff between EU Member States and third countries associated to the Programme and third countries not associated to the Programme

The institutions¹ named below agree to cooperate for the exchange of students and/or staff in the context of the Erasmus+ programme. This agreement is valid for the Erasmus+ call years 2025 - 2028 in:

- KA171

The institutions commit to sound and transparent management of funds allocated to them through Erasmus+ and to respect the quality requirements of the Programme, outlined in the Erasmus Charter for Higher Education² and in this agreement.

The institutions agree on exchanging their mobility-related data according to the principles of GDPR³ and in line with the technical standards of the European Student Card Initiative⁴, when this becomes available for international mobility involving third countries not associated to the Programme.

Sending institutions located in EU/EEA countries have to ensure compliance with the provisions of art. 46 GDPR for all participants' personal data exchanged in the context of their mobility with institutions from non-EU/EEA countries without an adequacy decision, on the condition that enforceable data subject rights and effective legal remedies for data subjects are available in the respective third country. The participants should be informed in a transparent manner about the level of protection of their personal data, if this is different from the one where the sending institution is located.

1. Information about higher education institutions

Full name of the institution / country	Erasmus code or city ⁵	Contact details ⁶ (email, phone)	Website (eg. of the course catalogue)
Aristotle University of Thessaloniki	G THESSAL01	Institutional Coordinator/Head of the Office Full name: Georgiadou Ioanna Address: Department of European Educational	General University Webpage: http://www.auth.gr For Erasmus+ students: https://eurep.auth.gr/en Course catalogue: http://qa.auth.gr/en/stud

		Programmes, University Campus, Administration Building, 54124, Thessaloniki, Greece Tel: +30 2310 995293 Fax: Email: eurep- projects@auth.gr	vguide/
Poltava State Medical University	Poltava	Institutional Coordinator/Head of International Office: Full name: Kaidashev Igor Address: 23 Shevchenko Str., Poltava 36011 Ukraine Tel: +3805322 629924 Fax: +380532 629924 Email: i.kaidashev@pdmu .edu.ua	General University Webpage: https://en.pdmu.edu.ua/ For Erasmus+ students: https://en.pdmu.edu.ua/ Course catalogue: https://en.pdmu.edu.ua/a dmission/specialties-and- degrees

2. Mobility numbers for the academic years 2025-2028

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

Number of student and staff mobility periods

FROM [Erasmus code or city of the sending institution]	TO [Erasmus code or city of the receiving institution]	Subject area * ISCED CODE ⁷	Subject area * NAME	Study cycle * [short cycle, 1st , 2nd or 3rd]	Student Mobility for Studies * [total number of students per country X number of months per student]	Student Mobility for Traineeships * [total number of students per country X number of months per student]
G THESSAL01	Poltava	09	09 - Health and welfare			
Poltava	G THESSAL01	09	09 - Health and welfare	1st 2nd 3rd	2 students x 5 months	
FROM [Erasmus code or city of the sending institution]	TO [Erasmus code or city of the receiving institution]	Subject area * ISCED CODE ⁷	Subject area * name	Study cycle (optional) [short cycle, 1st , 2nd or 3rd]	Staff Mobility for Teaching * [total number of staff members per country X number of days per staff member]	Staff Mobility for Training * [total number of staff members per country X number of days per staff member]
G THESSAL01	Poltava	09	09 - Health and welfare			
Poltava	G THESSAL01	09	09 - Health and welfare	1st 2nd 3rd	2 staff member x 5 days	1 staff member x 5 days

Optional Additional Info

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3. Recommended language skills

The sending institution, following agreement with the receiving institution, is responsible for providing support to its nominated candidates so that they can have the recommended language skills⁸ at the start of the mobility period (see also section 5 "Preparation and Support").

Receiving institution [Erasmus code or city]	Optional : Subject area	Language of instruction 1 (Official Language of Instruction)	Language of instruction 2	Recommended language of instruction			
				Student Mobility [Minimum recommended level in at least one of the languages: B1]	Staff Mobility [Minimum recommended level in at least one of the languages: B2]	Language Certificate	Comments about language requirements
G THESS AL01	09 - Health and welfare	Greek	English	B2 - Vantage	B2 - Vantage	■	See Annex
Poltava	09 - Health and welfare	Ukrainian	English	B1 - Threshold		■	
Poltava	09 - Health and welfare	Ukrainian	English		B2 - Vantage	■	

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

4. Partnership arrangements: fees and organisational support funds

In accordance with the Erasmus Charter for Higher Education, partners commit to charge no additional fees to students:

- In connection with the organisation or administration of their Erasmus+ mobility period. Any violation to this rule by the partners shall be brought to the attention of the National Agency and may lead to the termination of the participation in the project linked to this inter-institutional agreement, if no corrective measures are taken.
- For tuition, registration, examinations or access to laboratory and library facilities. Nevertheless, they may be charged small fees on the same basis as local students for costs such as insurance, student unions and the use of miscellaneous material.

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

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

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

Application/Nomination		
Receiving institution [Erasmus code or city]	Term duration	Deadline⁹
G THESSAL01 Poltava	See Annex Winter Term: from 01.09. to 31.01 Spring Term: from 01.02 to 30.06	See Annex Winter Term: 15 April Spring Term: 15 October

The receiving institution will send its decision within and no later than 5 weeks.

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

Application Procedure		
Receiving institution [Erasmus code or city]	Contact details (email, phone)	Website for information
G THESSAL01	See Annex	https://eurep.auth.gr/en/students/international/studies/online_application
Poltava	https://pdmu.edu.ua/sections/mz	https://pdmu.edu.ua/erazmus-plus

Selection criteria for <i>G THESSAL01</i>		
Requirements	Details	Website for information (Optional)
Academic requirements	The qualifications/documents requested in regards to the students' evaluation of applications are the following: Transcript of Records Number of ECTS credits (or equivalent) already completed/ current level of completion of studies Language certificate Learning Agreement with indicated courses which will be attended during the mobility For staff mobilities, there are no academic requirements, except for the sufficient knowledge of the agreed teaching language.	https://eurep.auth.gr/en/students/international/studies/online_application https://eurep.auth.gr/en/staff/international/teaching/assessment
CV	Mandatory for the evaluation of applications of both students and staff	

	members	
Motivation letter	Requested for outgoing students, not for incoming students and staff members	
Inclusion measures ¹⁰	Targeted categories of participants with fewer opportunities and the criteria for their selection will be decided upon following consultation with partners that have been allocated fewer opportunities mobilities	
Other		

Selection criteria for <i>Poltava</i>		
Requirements	Details	Website for information (Optional)
Academic requirements	Transcript of Records Number of ECTS credits (or equivalent) already completed. Language certificate. Learning Agreement with indicated courses which will be attended during the mobility. For staff mobilities: no academic requirements, the sufficient knowledge of the agreed teaching language.	https://pdmu.edu.ua/erazmus-plus
CV	Mandatory for the evaluation of applications of both students and staff members	https://pdmu.edu.ua/erazmus-plus
Motivation letter	Requested for outgoing students and staff	https://pdmu.edu.ua/erazmus-plus
Inclusion measures ¹⁰	Targeted categories of participants with fewer opportunities and the criteria for their selection will be decided upon following consultation with partners that have been allocated fewer opportunities mobilities	https://pdmu.edu.ua/erazmus-plus
Other	https://pdmu.edu.ua/erazmus-plus	https://pdmu.edu.ua/erazmus-plus

6. Preparation and support

The Higher Education Institution(s) in an EU Member State or associated third country commit(s) to:

- Ensure that students are aware of their rights and obligations as defined in the Erasmus+ Student Charter¹¹
- Arrange travels or provide a pre-financing of the grant to **reduce the costs that participants need to cover upfront**, to the extent possible

All involved Higher Education Institutions commit to the following preparation and support measures. Information and assistance can be provided by the contact points and information sources in the table below:

- The receiving institution will guide incoming mobile participants in finding **accommodation**, according to the requirements of the Erasmus Charter for Higher Education. It is considered best practice to use the individual grant to pay for the deposit of dormitories
- Ensure that outgoing mobile participants are well prepared for their activities abroad, including blended mobility, by undertaking activities to achieve the necessary level of **linguistic proficiency** and develop their **intercultural competences**
- Provide assistance related to obtaining **visas**, when required, for incoming and outgoing mobile participants, according to the requirements of the Erasmus Charter for Higher Education and, if needed, use project funds in the most inclusive way to cover related costs partially or in full
- Provide assistance related to obtaining **insurance**, when required, for incoming and outgoing mobile participants, according to the requirements of the Erasmus Charter for Higher Education and use project funds in the most inclusive way to cover related costs partially or in full. The receiving institution will inform mobile participants of cases in which insurance cover is not automatically provided.
- The receiving institution will inform about the existence of relevant infrastructure and provide support to incoming **participants with fewer opportunities**
- Provide **appropriate mentoring and support arrangements** for mobile participants, including for those pursuing blended mobility, as well as **integrate incoming mobile participants** into the wider student community and in the Institution's everyday life
- Provide participants with their **grant as soon as possible upon arrival**, including if necessary a first payment using cash, check or similar to avoid delays linked to opening a bank account
- The institutions commit to encourage participants to act as **ambassadors of the Erasmus+ Programme** and share their mobility experience, e.g. by providing information about the existence of Erasmus+ alumni networks, inviting former participants in promotion activities, etc.

Preparation & Support for G THESSAL01		
Preparatory & Support Measures	Contact details (email, phone)	Website for information & arrangements
Accommodation	The receiving institution will guide incoming mobile participants in finding accommodation. For more information, please see Annex.	https://eurep.auth.gr/en/accommodation-list
Language Support	Courses of Modern Greek are organized specifically for Erasmus+ students with the support of the EU. For more information, please see Annex.	https://smg.web.auth.gr/wordpress/?lang=en
Visa	The receiving institution will provide assistance, when required, in securing visas for incoming and outbound mobile participants. For more information, please see Annex.	https://eurep.auth.gr/en/students/info/visa_residence
Insurance	The receiving institution will provide information in obtaining insurance for incoming and outbound mobile participants. For more information, please see Annex.	https://eurep.auth.gr/en/students/international/studies/arrival_departure
Inclusion of participants with fewer opportunities	Targeted categories of participants with fewer opportunities and the criteria for their selection will be decided upon following consultation with partners that have been allocated fewer opportunities mobilities	
Mentoring	In order to ensure the support of all incoming participants, mentoring and support services are in place by the	https://eurep.auth.gr/en/coordinators/international

	Erasmus+ International Coordinators designated in each School of the Aristotle University who assist all participants academically, as well as by the Department of European Educational Programmes which assist all participants administratively.	
Grant payments	The financial administration will be handled by the Coordinator (Aristotle University of Thessaloniki) according to the guidelines and policies given by the European Commission and the National Agency. For more information, please see Annex.	For students: https://eurep.auth.gr/en/students/international/studies/scholarships For staff: https://eurep.auth.gr/en/staff/international/teaching/grants
Alumni information		

Preparation & Support for *Poltava*

Preparatory & Support Measures	Contact details (email, phone)	Website for information & arrangements
Accommodation	interdep@pdmu.edu.ua +38 (0532) 60-67-61	https://pdmu.edu.ua/sections/mz
Language Support	interdep@pdmu.edu.ua +38 (0532) 60-67-61	https://pdmu.edu.ua/sections/mz
Visa	interdep@pdmu.edu.ua +38 (0532) 60-67-61	https://pdmu.edu.ua/sections/mz
Insurance	interdep@pdmu.edu.ua +38 (0532) 60-67-61	https://pdmu.edu.ua/sections/mz
Inclusion of participants with fewer opportunities	interdep@pdmu.edu.ua +38 (0532) 60-67-61	https://pdmu.edu.ua/sections/mz
Mentoring	interdep@pdmu.edu.ua +38 (0532) 60-67-61	https://pdmu.edu.ua/sections/mz
Grant payments	interdep@pdmu.edu.ua +38 (0532) 60-67-61	https://pdmu.edu.ua/sections/mz
Alumni information	interdep@pdmu.edu.ua +38 (0532) 60-67-61	https://pdmu.edu.ua/sections/mz

7. Recognition

Institutions commit to:

- Ensure recognition for activities satisfactorily completed. [Please specify the recognition tools that will be used, e.g. the European Credit Transfer and Accumulation System.]

Recognition Tools at AUTH: **ECTS**

Recognition Tools at Poltava: **ECTS**

- Ensure that student and staff mobility for education or training purposes is based on a learning agreement for students and a mobility agreement for staff validated in advance between the sending and receiving institutions or non-academic organisations and the mobile participants
- Accept all activities indicated in the learning agreement, or according to the learning

outcomes of the modules completed abroad, as automatically counting towards the degree, provided these have been satisfactorily completed by the mobile student

- Partners commit to taking measures to ensure recognition of student and staff mobility upon their return, including:
 - Providing incoming mobile students and their sending institutions with free-of-charge transcripts. The documents must be in English or in the language of the sending institution and containing a full, accurate and timely record of the achievements at the end of the mobility period
 - A Transcript of Records will be issued by the receiving institution no later than 5 weeks after the assessment period has finished at the receiving HEI.
 - Providing students on traineeships and staff with a certificate for the activities completed. It is recommended to issue a certificate towards the end of the mobility period

8. Grading systems of the institutions

It is recommended that receiving institutions provide the statistical distribution of grades or make the information available through EGRACONS according to the descriptions in the ECTS users' guide¹². The table will facilitate the interpretation of each grade awarded to students and will facilitate the credit transfer by the sending institution.

Grading systems of the institutions		
Institution [Erasmus code or city]	EGRAGONS [if applicable]	Website for information
G THESSAL01	See Annex	See Annex
Poltava	n/a	n/a

9. Any other information regarding the terms of the agreement (optional)

Both partners agree on and commit to the terms and conditions included in the Annex: Data Protection Standard Contractual Clauses, attached to this agreement.


Any other information regarding the terms of the agreement for AUTH:

Any other information regarding the terms of the agreement for Poltava:

10. Termination of the agreement

In the event of unilateral termination, a notice of at least one academic year should be given. This means that a unilateral decision to discontinue the exchanges notified to the other party by 1 September 20XX will only take effect as of 1 September 20XX+1. The termination clauses must include the following disclaimer: "Neither the European Commission nor the National Agencies can be held responsible in case of a conflict."

SIGNATURES OF THE INSTITUTIONS (legal representatives)

Institution [Erasmus code or city]	Name, function	Date	Signature ¹⁰
G THESSAL01	Professor Nikolaos Maggioros Vice Rector of Academic Affairs, and Planning Development		
Poltava	Professor Igor Kaidashev Vice-Rector for Research and Development, Erasmus+ Coordinator	2020	



View Annex

Footnotes

¹ Inter-institutional agreements can be bilateral or multilateral in the case of mobility consortia:
 - Bilateral agreements are for cooperation between one higher education institution located in an EU Member State or third country associated to the Programme and another institution located in a third country not associated to the Programme
 - Multilateral agreements are for cooperation between a mobility consortium of higher education institutions located in one single EU Member State or third country associated to the Programme and another institution located in a third country not associated to the Programme.

² https://ec.europa.eu/programmes/erasmus-plus/resources/documents/applicants/higher-education-charter_en

³ https://ec.europa.eu/info/law/law-topic/data-protection/reform/rules-business-and-organisations/principles-gdpr_en

⁴ https://ec.europa.eu/education/education-in-the-eu/european-student-card-initiative_en

⁵ Higher education institutions (HEIs) from EU Member States or third countries associated to the Programme should indicate their Erasmus code; HEIs from third countries not associated to the Programme should mention the city where they are located.

⁶ Contact details to reach the senior officer in charge of this agreement and of its possible updates.

⁷ <https://circabc.europa.eu/sd/a/286ebac6-aa7c-4ada-a42b-ff2cf3a442bf/ISCED-F%202013%20-%20Detailed%20field%20descriptions.pdf>

⁸ For an easier and consistent understanding of language requirements, it is recommended to use the Common European Framework of Reference for Languages (CEFR):
<http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr>

⁹ Please specify the deadline for each semester and, if necessary, adapt to a trimester system.

¹⁰ You may find the implementation guidelines of the **Erasmus+ and European Solidarity Corps Inclusion and Diversity Strategy** here:
https://ec.europa.eu/programmes/erasmus-plus/resources/implementation-guidelines-erasmus-and-european-solidarity-corps-inclusion-and-diversity_en

¹¹ The Erasmus+ Student Charter is available here: https://ec.europa.eu/programmes/erasmus-plus/resources/documents/applicants/student-charter_en

¹² The ECTS user's guide is available here: https://ec.europa.eu/education/resources-and-tools/document-library/ects-users-guide_en

ANNEX

STANDARD CONTRACTUAL CLAUSES

SECTION I

Clause 1

Purpose and scope

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of 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 (General Data Protection Regulation) ⁽¹⁾ for the transfer of personal data to a third country.
- (b) The Parties:
- (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
 - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')
- have agreed to these standard contractual clauses (hereinafter: 'Clauses').
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards,

¹ Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision 2021/915.

provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

- (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;

- (ii) Clause 8 – Clause 8.5 (e) and Clause 8.9(b);

- (iii) Clause 9 – Not Applicable;

- (iv) Clause 12 – Clause 12(a) and (d);

- (v) Clause 13;

- (vi) Clause 15.1(c), (d) and (e);

- (vii) Clause 16(e);

- (viii) Clause 18 – Clause 18(a) and (b); .

- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 – Optional

Docking clause

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I. B. It may only process the personal data for another purpose:

- (i) where it has obtained the data subject's prior consent;
- (ii) where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iii) where necessary in order to protect the vital interests of the data subject or of another natural person.

8.2 Transparency

- (a) In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:
 - (i) of its identity and contact details;

- (ii) of the categories of personal data processed;
 - (iii) of the right to obtain a copy of these Clauses;
 - (iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.
- (b) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.
- (c) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.
- (d) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.3 Accuracy and data minimisation

- (a) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.
- (b) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.
- (c) The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

8.4 Storage limitation

The data importer shall retain the personal data for no longer than necessary for the purpose(s) for which it is processed. It shall put in place appropriate technical or organisational measures to ensure compliance with this obligation, including erasure or anonymisation ⁽²⁾ of the data and all back-ups at the end of the retention period.

8.5 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the personal data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter 'personal data breach'). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having

² This requires rendering the data anonymous in such a way that the individual is no longer identifiable by anyone, in line with recital 26 of Regulation (EU) 2016/679, and that this process is irreversible.

recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.

- (b) The Parties have agreed on the technical and organisational measures set out in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (c) The data importer shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (d) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.
- (e) In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the data importer shall without undue delay notify both the data exporter and the competent supervisory authority pursuant to Clause 13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.
- (f) In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data exporter, together with the information referred to in paragraph (e), points ii) to iv), unless the data importer has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case, the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.
- (g) The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

8.6 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences (hereinafter 'sensitive data'), the data importer shall apply specific restrictions and/or additional safeguards adapted to the specific nature of the data and the risks involved. This may include restricting the personnel permitted to access the personal data, additional security measures (such as pseudonymisation) and/or additional restrictions with respect to further disclosure.

8.7 Onward transfers

The data importer shall not disclose the personal data to a third party located outside the European Union ⁽³⁾ (in the same country as the data importer or in another third country, hereinafter 'onward

³ The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including

transfer') unless the third party is or agrees to be bound by these Clauses, under the appropriate Module. Otherwise, an onward transfer by the data importer may only take place if:

- (i) it is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question;
- (iii) the third party enters into a binding instrument with the data importer ensuring the same level of data protection as under these Clauses, and the data importer provides a copy of these safeguards to the data exporter;
- (iv) it is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;
- (v) it is necessary in order to protect the vital interests of the data subject or of another natural person; or
- (vi) where none of the other conditions apply, the data importer has obtained the explicit consent of the data subject for an onward transfer in a specific situation, after having informed him/her of its purpose(s), the identity of the recipient and the possible risks of such transfer to him/her due to the lack of appropriate data protection safeguards. In this case, the data importer shall inform the data exporter and, at the request of the latter, shall transmit to it a copy of the information provided to the data subject.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.8 Processing under the authority of the data importer

The data importer shall ensure that any person acting under its authority, including a processor, processes the data only on its instructions.

8.9 Documentation and compliance

- (a) Each Party shall be able to demonstrate compliance with its obligations under these Clauses. In particular, the data importer shall keep appropriate documentation of the processing activities carried out under its responsibility.
- (b) The data importer shall make such documentation available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

Not Applicable

Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

Clause 10

Data subject rights

- (a) The data importer, where relevant with the assistance of the data exporter, shall deal with any enquiries and requests it receives from a data subject relating to the processing of his/her personal data and the exercise of his/her rights under these Clauses without undue delay and at the latest within one month of the receipt of the enquiry or request. ⁽⁴⁾ The data importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.
- (b) In particular, upon request by the data subject the data importer shall, free of charge:
- (i) provide confirmation to the data subject as to whether personal data concerning him/her is being processed and, where this is the case, a copy of the data relating to him/her and the information in Annex I; if personal data has been or will be onward transferred, provide information on recipients or categories of recipients (as appropriate with a view to providing meaningful information) to which the personal data has been or will be onward transferred, the purpose of such onward transfers and their ground pursuant to Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 12(c)(i);
 - (ii) rectify inaccurate or incomplete data concerning the data subject;
 - (iii) erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party beneficiary rights, or if the data subject withdraws the consent on which the processing is based.
- (c) Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.
- (d) The data importer shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter 'automated decision'), which would produce legal effects concerning the data subject or similarly significantly affect him/her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lay down suitable measures to safeguard the data subject's rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:
- (i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and
 - (ii) implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view and obtain review by a human being.
- (e) Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the request or refuse to act on the request.
- (f) The data importer may refuse a data subject's request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.

⁴ That period may be extended by a maximum of two more months, to the extent necessary taking into account the complexity and number of requests. The data importer shall duly and promptly inform the data subject of any such extension.

- (g) If the data importer intends to refuse a data subject's request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

Clause 11

Redress

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

[OPTION: The data importer agrees that data subjects may also lodge a complaint with an independent dispute resolution body ⁽⁵⁾ at no cost to the data subject. It shall inform the data subjects, in the manner set out in paragraph (a), of such redress mechanism and that they are not required to use it, or follow a particular sequence in seeking redress.]

- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
- (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause

12

Liability

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.

⁵ The data importer may offer independent dispute resolution through an arbitration body only if it is established in a country that has ratified the New York Convention on Enforcement of Arbitration Awards.

- (c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- (e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

Clause 13

Supervision

- (a) The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.
- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
 - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in

light of the specific circumstances of the transfer, and the applicable limitations and safeguards⁽⁶⁾;

- (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

⁶ As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make

the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

APPENDIX

EXPLANATORY NOTE:

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

ANNEX I

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. **Name:** Aristotle University of Thessaloniki

Address: Administration building “K. Karatheodori”, University campus, 54124, Thessaloniki, Greece

Contact person’s name, position and contact details:

Ioanna Georgiadou, Erasmus+ Institutional coordinator, eurep-dept@auth.gr

Kornilia Vikelidou, Data Protection Officer, data.protection@auth.gr

Activities relevant to the data transferred under these Clauses: Implementation of students and staff members individual exchange mobilities in the context of the Erasmus+ KA171 programme

Role (controller/processor): controller

Data importer(s)

2. **Name:**

Address:

Contact person’s name, position and contact details:

Activities relevant to the data transferred under these Clauses: Implementation of students and staff members individual exchange mobilities in the context of the Erasmus+ KA171 programme

Role (controller/processor): controller

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

AUTh: Students and staff members of the parties

Partner university as stated in A.2: Students and staff members of the parties

Categories of personal data transferred

AUTh: Full name, personal email address, affiliated academic unit/administrative unit of the institution

Partner university as stated in A.2: Full name, personal email address, affiliated academic unit/administrative unit of the institution

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose

limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

AUTH: Not applicable

Partner university as stated in A.2: Not applicable

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

Data will be transferred following a call for students or staff mobilities during the nomination procedure

Nature of the processing

Storage and use of personal data (contact details)

Purpose(s) of the data transfer and further processing

Verification and communication purposes during the application process

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

According to EU regulation, all data are stored for minimum 5 years for auditing purposes

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

Not applicable

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 12

Hellenic Data Protection Authority <https://www.dpa.gr/en>

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

AUTH:

Measures of encryption of personal data

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing

Measures for user identification and authorisation

Measures for the protection of data during transmission

Measures for the protection of data during storage

Measures for ensuring physical security of locations at which personal data are processed

Measures for ensuring events logging

Measures for internal IT and IT security governance and management

Measures for certification/assurance of processes and products

Measures for ensuring data minimisation

Measures for ensuring data quality

Measures for ensuring limited data retention

Measures for ensuring accountability

Measures for allowing data portability and ensuring erasure

All the above will be ensured through the use of central IT infrastructure of the IT Centre of Aristotle University of Thessaloniki, which is compliant with ISO 27001.

Partner university as stated in A.2: