



AGREEMENT FOR ACADEMIC COOPERATION AND EXCHANGE

between the
University of Luxembourg, acting on behalf of the
Faculty of Law, Economics and Finance,
and the
Department of Law of the
University of Roma Tre, acting on behalf of the
University of Roma Tre

This Agreement for Academic Cooperation and Exchange (hereinafter referred to as "Agreement") is made by and between the University of Luxembourg (hereafter "UNILUX"), acting on behalf of the Faculty of Law, Economics and Finance, having its registered office at 2 avenue de l'Université, L-4365 Esch-sur-Alzette, Luxembourg, registered in the register of trade and companies of Luxembourg under No J20, with VAT number LU19805732, represented by Mr Yves Elsen, Chairman of the Board of Governors, by Prof. Dr Stéphane Pallage, Rector and Prof. Dr. Katalin Ligeti, Dean of the Faculty of Law, Economics and Finance,

and

The Department of Law of the University of Roma Tre, acting on behalf of the University of Roma Tre, having its registered office at Via Ostiense 163, 00154 Rome, Italy, represented by Prof. Antonio Carratta, Dean of the Department of Law,

The University of Luxembourg (hereafter "UNILUX") and the University of Roma Tre (hereafter "Roma Tre") may be referred to collectively as "institutions" or "institution" individually. The two institutions agree on the following:

1. PURPOSE

The objective of this Agreement is to encourage academic collaboration, as well as to allow degree students from Roma Tre to enter the Master in European Business Law at UNILUX under the applicable conditions through a special track as per the procedure described below (see Article 3).

2. ACADEMIC COLLABORATION

The institutions will encourage their respective faculty members to collaborate in a broad range of projects, agreed upon by individual faculty members. Academic collaboration may include joint research and writing projects involving one or more faculty members from each institution, group visits to the other institution and joint course offerings using videoconferencing, the Internet, and other available media.

This collaboration may be extended as follows:

- Sharing resources to welcome professors in research stays (Research stays will be subject to separate agreements)
- Joint conferences

- Promotion of research activities, publications etc.

3. DEGREE STUDENTS

3.1. Selection of students

A selection committee composed of professors of Roma Tre will select students that meet the academic standards as well as the language requirements of UNILUX, to be considered for admission at UNILUX.

Up to three (3) students from Roma Tre will be accepted into the Master in European Business Law (MEBL) at UNILUX. In the comparative evaluation of the applications of the students selected through this special track and candidates applying through the regular procedure, in case of equal score, preference will be given to candidates recommended by Roma Tre.

3.2. Application Procedure

Roma Tre selected students will be required to complete the regular application process for UNILUX Master programmes. Each student will send the completed application to UNILUX with in the applicable deadlines. Applications received will have to meet UNILUX admission requirements and must be approved by the MEBL admission jury.

The application for the MEBL programme must fulfil all requirements set forth by UNILUX, including suitable proof (e.g. official transcript of records) that the student has already successfully studied law for four year and has obtained 240 ECTS so far.

3.3. Admission & Enrolment

Accepted students will be enrolled at UNILUX as regular, degree-seeking students.

3.4. Fees at UNILUX

Students from Roma Tre accepted into the Master in European Business Law at UNILUX will pay the tuition and administrative fees applicable at UNILUX.

4. PERSONAL DATA PROCESSING

- 4.1** For the purpose of this Agreement for Academic Cooperation and Exchange, the terms "Personal Data", "Data Subject", "Processing", "Controller" shall have the meanings set forth in Article 4 of the European Union's General Data Protection Regulation 2016/679 of 27 April 2016 (GDPR).
- 4.2** The institutions acknowledge that the performance of this Agreement for Academic Cooperation and Exchange involves data processing activities. The institutions shall comply with all obligations set forth in the GDPR in their capacity as independent controller for Processing of the Personal Data of the institutions' staff, collaborators, students falling within the definition of Data Subjects and whose Processing is necessary for the purpose of concluding and the good execution of this Agreement. The Parties are responsible to inform properly the data subjects and to process the data with a lawful legal basis in accordance with the GDPR.
- 4.3** The institutions undertake to implement appropriate technical and organizational measures to ensure the security and confidentiality of the Personal Data, that persons authorized to process the Personal Data are under an appropriate statutory obligation of confidentiality. They undertake to assist each other for the fulfilment of their obligations, especially regarding the data subject rights and requests of supervisory authorities regarding personal data processing.
- 4.4** In the event of a Personal Data Breach, the Party on whose premises the Personal Data Breach has occurred is responsible for notifying the other Party of the Personal Data Breach. The Parties

promptly, and at the latest within 48 (forty-eight) hours, provide each other with all information available regarding the Personal Data Breach, including the information requested in the data breach form disclosed by the competent Supervisory Authority for the purposes of notification of Personal Data Breaches.

- 4.5 Further to the notification as referred to in article 5.4, the Parties will discuss what the (possible) consequences of the Personal Data Breach are for either Party.
- 4.6 The Parties will continue to keep each other informed about new developments concerning the Personal Data Breach.
- 4.7 Parties are and will be responsible – each independently from the other Party – for reporting a Personal Data Breach to the Supervisory Authority and/or Data Subjects if the Personal Data Breach has taken place under its responsibility. Possible costs incurred for repairing a Personal Data Breach and preventing it from happening again in future are at the expense of the Party at whose premises the Personal Data Breach has occurred. Parties may consult each other to apportion the costs if a solution is found that will be in the interest of the Parties.
- 4.8 The institutions undertake to make mandatory information available via their respective Privacy Notices, which shall be made available on their respective websites or on other support platforms, or upon request by any Data Subject. Each institution shall ensure that any Personal Data provided to the other institution by, or on its behalf has been collected lawfully, fairly, and in a transparent manner, so as to enable such Personal Data to be processed by such other institution. Upon request, the institution disclosing Personal Data to the other one shall provide, or procure to provide, to the requesting institution all necessary or appropriate proof as to the adequacy of the disclosures made to any and all Data Subjects whose Personal Data is to be processed pursuant to this Agreement. Each Partner will keep the Student's personal data for a period necessary to achieve the purposes for which it is collected and processed.
- 4.9 Without limiting the generality of the foregoing, the Parties agree to sign separate necessary agreement in relation with the sharing of Personal Data within the framework of the Agreement, in the case of processing in the name and on behalf of a third party or if the parties jointly determine the Processing of Personal Data, they must state the purposes of such Processing and define their respective roles and responsibilities in accordance with the requirements of the GDPR in a dedicated Agreement (e.g. joint research, joint courses, joint events etc.).
- 4.10 Any questions related to the processing of personal data by the University of Luxembourg should be addressed to the data protection officer of the UNI.LU (dpo@uni.lu). Any questions related to the processing of personal data by University of Roma Tre should be addressed to: rpd@uniroma3.it

5 DURATION

- 5.1 This agreement will enter into force on the date first above written and will continue for an initial period of five years covering the entire academic year of the last year. When finished, it will be evaluated and renewed if both parties agree. The agreement may be terminated by either party giving six (6) months written notice to the other party, provided that any such termination shall be without detriment to students already undertaking an exchange placement under this agreement, and all means of consideration have to be taken so as not to cause harm to any other ongoing mutual activity.

Signed in two originals in English:

For the University of Luxembourg

Yves Elsen

Mr Yves Elsen
Chairman of the Board of Governors

Date: 06 JUL. 2022

Stéphane Pallage

Prof. Dr Stéphane Pallage
Rector

Date: 30/06/2022

Ligeti Katalin

Prof. Dr Katalin Ligeti
Dean
Faculty of Law, Economics and Finance

Date: 08/06/2022

For the University of Roma Tre

Prof. Antonio Carratta
Dean of the Department of Law

Date:

Pour ordre
Massimo Malvetti
Secrétaire général du Conseil

For the University of Luxembourg

Yves Elsen

Mr Yves Elsen
Chairman of the Board of Governors

Date: 06 JUL. 2022

Stéphane Pallage

Prof. Dr Stéphane Pallage
Rector

Date: 30/06/2022

Ligeti Katalin

Prof. Dr Katalin Ligeti
Dean
Faculty of Law, Economics and Finance

Date: 08/06/2022

APPENDIX A: COORDINATORS OF THE AGREEMENT

University of Luxembourg

For the Master in European Business Law (MEBL)

Faculty of Law, Economics and Finance

Prof. Elise Poillot: elise.poillot@uni.lu

Full professor of Civil Law

Course Director

[Master in European Business Law \(LL.M.\) \(uni.lu\)](#)

For this Agreement

Bureau des Relations Internationales (BRI)

International Partnerships (non Erasmus+)

E: BRI.partnerships@uni.lu

University of Roma Tre

For the students applying to UNILUX MEBL

Department of Law

Prof. Giorgio Resta: giorgio.resta@uniroma3.it

Full Professor of Comparative Law

Coordinator of the International PhD Program on Law & Transnational Regulation

Vice-Dean

For this Agreement

Dott.ssa Silvia Passarelli

E-mail: silvia.passarelli@uniroma3.it

