

**DELIBERATION N°2023-24_014
de la commission de la formation et de la vie universitaire
de l'université de Franche-Comté**

Séance du jeudi 9 novembre 2023

5.1 Convention de double diplôme entre l'université de Limerick (Irlande) et l'uFC (UFR SJEPEG)

La délibération étant présentée pour AVIS.

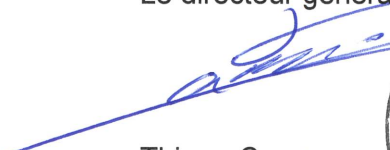
Effectif statutaire : 40 Membres en exercice : 39 Quorum : 20 Membres présents : 15 Membres représentés : 11 Total : 26	Refus de vote : 0 Abstention(s) : 0 Suffrages exprimés : 26 Pour : 26 Contre : 0
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Les membres présents et représentés de la commission de la formation et de la vie universitaire de l'université de Franche-Comté, après en avoir délibéré, rendent un avis favorable sur la convention de double diplôme entre l'université de Limerick (Irlande) et l'uFC (UFR SJEPEG).

Besançon, le 9 novembre 2023

Pour la Présidente et par délégation,

Le directeur général des services


Thierry Camus



Annexe(s) / pièce(s) jointe(s) :

Convention de double diplôme entre l'université de Limerick (Irlande) et l'uFC (UFR SJEPEG)

*délibération transmise à la Rectrice de la région académique Bourgogne-Franche-Comté,
Rectrice de l'académie de Besançon, Chancelier des universités
délibération publiée sur le site internet de l'université de Franche-Comté*

**ACCORD DE COOPÉRATION DE DOUBLE DIPLÔME
ENTRE
L'UNIVERSITÉ DE LIMERICK
ET
L'UNIVERSITÉ DE FRANCHE-COMTÉ
POUR SON "UNITE DE FORMATION ET DE RECHERCHE SJEPEG (SCIENCES
JURIDIQUES, ECONOMIQUES, POLITIQUES ET DE GESTION)**

Entre d'une part :

L'université de Franche-Comté, établissement public à caractère scientifique, culturel et professionnel, dont le siège est situé 1 rue Goudimel, 25030 Besançon Cedex, France, n° SIREN 192 512 150, code APE 8542Z représentée par sa Présidente, la Professeure Marie-Christine WORONOFF, et agissant plus particulièrement pour le compte de sa composante UFR SJEPEG représentée par son directeur Mr. Christophe Lang.

Ci-après dénommée « **uFC** »,

Et d'autre part :

University of Limerick dont le siège est situé à Limerick, V94 T9PX, Irlande, représentée par son Doyen et Président Adjoint Professeur Shane Kilcommins et agissant plus particulièrement pour le compte de sa composante, School of Law, Faculty of Arts, Humanities and Social Sciences représentée par son Directeur Professeur Lucy Ann Buckley.

Ci-après dénommée "**UL**".

L'UL et l'uFC sont ci-après dénommées « **les parties** ».

Dans le but d'établir et de maintenir la coopération entre les deux institutions et d'atteindre les objectifs de formation au niveau international sur la base des accords Erasmus+ existants entre les parties,

Il est convenu ce qui suit :

**ARTICLE 1
Finalité de l'accord**

Le programme de double-diplôme donne aux étudiants des deux universités la possibilité d'obtenir en 4 ans :

- Une “*Licence en “Droit”, parcours “Double-diplôme”*” délivrée par l’Université de Franche-Comté (UFR SJEPEG);
- Une “*Maîtrise en Droit, mention “Justice, procès et procédures”, parcours “Double-diplôme”*” délivrée par l’Université de Franche-Comté (UFR SJEPEG);
- Une Licence de droit (LLB) en “Common and Civil Law” délivrée par l’Université de Limerick (School of Law in the Faculty of Arts, Humanities and Social Sciences).

Ce double diplôme est délivré conformément à la réglementation de l’État français, notamment des articles D613-17 à 613-25 du code de l’éducation et de la circulaire du 7 mai 2023, et conformément à la politique de l’Université de Limerick en matière d’enseignement collaboratif et transnational.

ARTICLE 2

Selection des étudiants

Chaque université est responsable de la sélection des étudiants participants selon les conditions mentionnées ci-dessus et selon celles établies par la Commission bilatérale, dont le fonctionnement est détaillé dans l’article 6.

Les étudiants de l’uFC candidatent pour un programme de double diplôme sur quatre années d’études. (Niveau *Maîtrise* en France, Niveau Licence en Irlande).

En France, les étudiants candidatent lors de leur dernière année d’enseignement secondaire via la plateforme Parcoursup pour être admissibles en première année de “*Licence de Droit*” dans le cadre du double diplôme. Pour intégrer le programme, les étudiants doivent être sélectionnés, les pré-requis sont définis par la commission d’examen des vœux. Cela comprend un entretien avec un panel de juges après une première sélection basée sur le dossier de l’étudiant.

Les étudiants d’UL candidatent lors de leur dernière année d’enseignement secondaire via la plateforme Irish Central Applications Office qui repose sur l’obtention par les étudiants d’un score minimum dans le Leaving Certificate Irlandais, appliqué également au français.

Les étudiants de l’uFC peuvent candidater à l’issue de leur première année de licence de droit si des places se libèrent au moment de leur inscription en seconde année de licence.

Les admissions au double diplôme sont conditionnées par le respect mutuel des articles évoqués dans cet accord. Chaque partenaire a le droit de refuser un candidat et d’en proposer un nouveau, cependant il devra justifier de son choix.

ARTICLE 3

Conditions d'admission et cursus

1. Admission à l'uFC pour les étudiants de l'UL

L'uFC accepte les étudiants de l'UL inscrits à "Bachelor of Laws (LLB) in Common and Civil Law" qui :

- a) ont obtenu l'ensemble des crédits requis par les deux premières années d'étude (c'est-à-dire qui ont obtenu 120 crédits ECTS avant le début de la mobilité)
- b) ont une connaissance du français suffisante pour être accepté dans le programme Bachelor of Law (LLB) in Common and Civil Law comme approuvé par APRC par le Central Applications Office (CAO).

2. Admission à l'UL pour les étudiants de l'uFC

L'UL accepte les étudiants de l'uFC inscrits en "Droit franco-irlandais" qui :

- a) ont obtenu l'ensemble des crédits requis par les deux premières années d'étude (c'est-à-dire qui ont obtenu 120 crédits ECTS avant le début de la mobilité);
- b) ont prouvé une motivation et un niveau d'anglais suffisants grâce à un entretien de sélection (niveau B2 dans le cadre de référence européen)

3. Obligations particulières en matière d'études

Afin de pouvoir valider leur double diplôme, les étudiants doivent rester au moins deux années universitaire (quatre semestres) dans l'université partenaire. Ils doivent obtenir les crédits des cours suivis dans l'établissement partenaire et les crédits restants dans leur établissement d'origine le cas échéant, selon le programme d'étude défini conjointement, c'est-à-dire 120 crédits ECTS, qui se trouve en annexe (Annexe 1).

Les étudiants doivent remplir les critères de leur établissement d'origine afin de valider leur année dans l'université d'accueil et conserver leur statut d'étudiant d'échange.

Chaque étudiant du double diplôme recevra, en accord avec les réglementations européennes, un relevé de notes de l'université partenaire, ce qui permettra une reconnaissance automatique des crédits ECTS obtenus par l'université d'accueil. Il est de la responsabilité individuelle des étudiants d'obtenir leur relevé de note et de le soumettre à leur université d'origine afin de recevoir leur validation.

Les étudiants, une fois validée leur 3ème année, valideront automatiquement leur troisième année dans leur université d'origine et obtiendront ainsi leur *“Licence en “Droit”, parcours “Double-diplôme”*. Les étudiants, une fois validée leur 4ème année, valideront automatiquement leur quatrième année dans leur université d'origine et obtiendront ainsi leur Bachelor of Law (LLB) in Common and Civil Law et leur *“Maîtrise en Droit mention “Justice, procès et procédures”, parcours “Double-diplôme”*.

ARTICLE 4

Nombre d'étudiants

Dans le cadre du double diplôme, les parties acceptant d'accueillir 5 étudiants provenant de chaque université pour la première année de l'accord. Ce quota sera revu chaque année par la commission bilatérale. Ce nombre sera susceptible de varier d'année en année, en fonction des candidatures reçues. L'objectif de ce programme est de faire participer autant d'étudiants que possible à cet échange dans les deux directions pendant les 5 années de validité de l'accord.

ARTICLE 5

Taxes universitaires, droits d'inscription et soutien financier

Les étudiants qui participent au parcours commun d'études sont régulièrement inscrits à l'Université d'accueil et bénéficient donc des mêmes droits que tout étudiant inscrit. Toutefois les participants ne devront pas payer de droits d'inscription à l'université d'accueil à l'exception des coûts administratifs et des cotisations obligatoires.

Si cela est possible, les universités soutiennent financièrement leurs étudiants grâce à des bourses. Les universités s'engagent en outre à aider les étudiants provenant de l'université partenaire à trouver un logement.

ARTICLE 6

Gestion du programme

Une Commission Bilatérale sera instituée et elle sera composée d'au moins un représentant désigné par chaque université qui agit en accord avec les Départements des deux universités partenaires. Les décisions seront prises conjointement par les représentants de l'uFC et l'UL. D'autres représentants du personnel enseignant et administratif des deux universités pourront participer aux réunions de la

Commission, comme les services Relations Internationales des deux universités et d'autres services si nécessaire.

La Commission est chargée de :

- a) décider, et si nécessaire modifier, le nombre des étudiants qui participeront chaque année à l'échange ;
- b) créer les conditions nécessaires à la mise en oeuvre de cet accord ;
- c) garantir le respect des règles de base pour le cursus qui sera suivi soit à l'université d'accueil, soit à l'université d'origine, dans le respect des règlements en vigueur dans chaque université ;
- d) approuver la modification de modules;
- e) garantir aux étudiants la présence d'un enseignant tuteur (la Commission peut être soutenue par d'autres enseignants tuteurs désignés par l'université d'origine) ;
- f) vérifier que le parcours d'études se déroule selon les modalités prévues ;
- g) approuver le cursus individuel des étudiants (Learning Agreement, cf. annexe 1) ;
- h) gérer des cas exceptionnels ;
- i) développer des campagnes de promotion communes en utilisant le co-branding. Ce type de campagne fera l'objet d'un accord préalable et mutuel et des termes et conditions seront formulées dans ce cas.
- j) modifier, si nécessaire, le barème des notes (Annexe 2.).

La Commission Bilatérale se réunira au moins une fois par an : les rencontres peuvent aussi être remplacées par des conférences téléphoniques, des visioconférences ou des échanges de courrier électronique. La Commission Bilatérale est déclarée constituée quand au moins un représentant de chaque université est présent. Les décisions sont prises à l'unanimité et doivent être communiquées par écrit aux autres départements/services/autorités concernés si nécessaire.

Les membres de la Commission Bilatérale sont :

Pour UL	Pour uFC
Mr. Eddie Keane	Ms. Celia Berger-Tarare
<i>Titre: Coordinateur International</i>	<i>Titre : Coordinateur International</i>
School of Law FG 009 University of Limerick Phone. +353 (0) 61 234895 Email: law@ul.ie	UFR SJEPEG université de Franche-Comté 45D Av. de l'Observatoire, 25030 Besançon France Phone +33 (0)6 66 59 79 06 Email: celia.tarare@univ-fcomte.fr

D'autres représentants peuvent être désignés si nécessaire.

La Direction des Relations Européennes, Internationales et de la Francophonie de l'uFC et le service Relations Internationales de l'UL fourniront toute l'aide nécessaire à la Commission :

Direction des Relations Européennes, Internationales et de la Francophonie – DREIF
1 rue Goudimel 25030 Besançon Cedex
France
0033 (0)3 81 66 55 96
dreif@univ-fcomte.fr

UL Global Office
E0-020, University of Limerick
Limerick
Ireland
V94 T9PX

+353 (0) 61 202342
ulg@ul.ie

ARTICLE 7

Protection des données

Les deux parties acceptent de se conformer aux exigences du règlement général européen sur la protection des données et de s'aider raisonnablement l'une l'autre à s'y conformer. Un accord distinct sur la protection des données sera joint à l'annexe 3 du présent accord et décrira les responsabilités de chaque partie en ce qui concerne le règlement général européen sur la protection des données.

ARTICLE 8

Droits et devoirs des étudiants participant

Each participating student should observe the following principles while at the Host Institution:

Chaque étudiant participant doit observer les principes suivants pendant son séjour au sein de l'université partenaire :

- les deux universités garantissent aux étudiants du Double Diplôme les mêmes facilités d'accès offertes aux étudiants inscrits à l'université partenaire, telles que l'utilisation des ordinateurs, l'accès à la bibliothèque, la délivrance d'une carte d'étudiant, etc. ;
- chaque étudiant aura la charge de ses dépenses personnelles (logement, repas, etc.) ;
- chaque étudiant doit prendre en charge le transport de son université d'origine à l'université partenaire ;
- la violation des règles de l'université d'accueil et des lois locales ou du pays d'accueil, ainsi que la non-observation des exigences d'étude exprimées au paragraphe 3 de l'article 4 peuvent provoquer l'exclusion immédiate du programme ;

- Les étudiants du Double Diplôme devront souscrire une assurance couvrant leur voyage et leurs éventuelles dépenses de santé, conformément aux exigences de l'institution partenaire, pour toute la durée du séjour. Les étudiants doivent être en mesure de fournir un justificatif de cette assurance, à l'institution partenaire si celle-ci le demande. Ainsi, chaque étudiant de l'UL devra s'informer sur les modalités d'inscription au système de sécurité sociale français avec l'aide des services administratifs de l'uFC. Cette inscription est obligatoire pour tous les étudiants, quelle que soit leur nationalité, lorsqu'ils s'inscrivent dans une université française.
- Les étudiants doivent se conformer aux procédures de visa et d'immigration concernant l'immigration des étudiants internationaux dans le pays d'accueil. Le cas échéant, l'établissement d'accueil apportera son soutien à l'obtention des visas d'étudiants.

ARTICLE 9

Validité de l'accord

Cet accord ne comprend aucune obligation financière pour les universités partenaires.

Cet accord est valable pour une période de cinq (5) ans à partir de la date de la dernière signature ; il sera de nouveau examiné avant d'être reconduit. Chaque université peut annuler cet accord par une notification écrite envoyée 180 jours au préalable. Cependant, les étudiants qui sont déjà inscrits dans le programme sont autorisés à terminer leurs études au sein de l'établissement partenaire jusqu'à la fin de l'année universitaire en cours.

Le présent accord et ses annexes seront préparés en quatre exemplaires originaux, deux en anglais et deux en français, chaque version ayant même valeur légale et faisant également foi.



Date: _____

Date: _____

University of Limerick
Provost and Deputy President
Prof. Shane Kilcommins

Université de Franche-Comté
Présidente
Prof. Marie-Christine Woronoff

Head of the School of Law, Faculty of Arts,
Humanities and Social Sciences
Professor Lucy Ann Buckley.

Directeur de l'UFR SJEPG
Mr. Christophe LANG

Annexe 1: Parcours d'études
Annexe 2: Barème des notes
Annexe 3: Protection des données

Annexe 1 Parcours d'études

Université de Franche-Comté : Les étudiants d'UL assisteront aux modules suivants :

3ème année de licence « *Droit* », parcours « *Double-diplôme* » (Année 3)

Semestre 5

		CM	TD	ECTS	Nombre d'heures présentielles :
UE1	1 cours à choisir : <i>Droit des sûretés</i> <i>Droit commun des sociétés</i> <i>Droit du travail</i>	30	15	6	45
UE2	1 cours à choisir : <i>Droit des sûretés</i> <i>Droit commun des sociétés</i> <i>Droit du travail</i>	30	15	6	45
UE3	<i>Langue</i> 1 cours à choisir : <i>Droit des sûretés</i> <i>Droit commun des sociétés</i> <i>Droit du travail</i> <i>Libertés publiques</i> <i>Droit général de l'UE</i>	30	15	3 3	45
UE4	1 cours à choisir : <i>Droit de l'environnement</i> <i>Introduction au droit international privé</i> <i>Introduction à la procédure pénale</i> <i>Introduction to the Civil Law System</i> LD1 S1	24		6	24
UE5	Contract Law <i>APP</i> <i>Outils doc</i>	24	11 3	4 2	38
Nombre d'heures présentielles	Total : 197	138	59	30	

Semestre 6

		CM	TD	ECTS	Nombre d'heures présentielles :
UE1	1 cours à choisir : <i>Droit des contrats spéciaux</i> <i>Droit spécial des sociétés</i> <i>Droit du travail approfondi</i>	30	12	6	42
UE2	1 cours à choisir : <i>Droit des contrats spéciaux</i> <i>Droit spécial des sociétés</i> <i>Droit du travail approfondi</i>	30	12	6	42
UE3	<i>Langue</i> 1 cours à choisir : <i>Droit des contrats spéciaux</i> <i>Droit spécial des sociétés</i> <i>Droit du travail approfondi</i> <i>Libertés publiques</i> <i>Droit matériel de l'UE</i>	30	15	3 3	45
UE4	1 cours à choisir : <i>Droit des biens</i> <i>Procédure civile</i>	30 24		6	30
UE5	Corporate Law <i>Climat</i>	24 20	1	4 2	45
Nombre d'heures présentielles	Total : 198/204	164/158	40	30	

TOTAL : 395/401 heures en présentiel

1^{ère} année de *maîtrise en droit « Justice, procès et procédures »*, parcours « Double-diplôme »
(Année 4)

Semestre 1

Module	Cours	CM	TD	ECTS
U1	<i>Procédure civile</i>	33	15	6
U2 1 cours à choisir parmi 2	Régimes matrimoniaux Ou Entreprises en difficultés	33 or 33	15 or 15	6
U3 1 cours à choisir parmi 3	<i>Régimes Matrimoniaux Ou Entreprises en difficultés</i> Selon cours choisi en U2	33 or 33	Pas de TD	6
	<i>Consommation et distribution</i>	30	Pas de TD	
U4 1 cours à choisir parmi 2	<i>DIP</i>	30	Pas de TD	6
	<i>Assurances</i>	30	Pas de TD	
U5	<i>Langue</i>	Pas de CM	15	4
	<i>APP</i>	Pas de CM	15	2
Nombre d'heures présentielles	Total : 189	129	60	30

Semestre 2

Module	Cours	CM	TD	ECTS
U1	<i>Voies d'exécution</i>	33	15	6
U2 1 cours à choisir parmi 2	<i>Successions -libéralités</i> Ou <i>Bancaire</i>	33 or 33	15 or 15	6
U3 <i>STAGE (1mois mini)</i> <i>OU PROJET TUTORE</i>	<i>STAGE OU PROJET TUTORE</i>			3
1 cours à choisir parmi 3	<i>Successions-libéralités</i> ou <i>Bancaire</i> Selon cours choisi en U2	33 or 33	No seminar	3
	<i>Procédure pénale</i>	33	No seminar	3
U4 1 cours à choisir parmi 4	<i>Rural</i> Ou <i>Concurrence</i>	30 Ou 30	No seminar	6
	<i>Immobilier</i> Trust Law	30	No seminar	
U5	<i>Langue</i>	No lecture	15	4
	<i>Informatique – outils doc et initiation recherche</i>	No lecture	12 + 3	2
Nombre d'heures présentielles	Total : 189	129	60	30

TOTAL : 378 heures en présentiel

University of Limerick : Les étudiants de l'uFC assisteront aux modules suivants à l'UL.

3ème année de “*Bachelor of Law (LLB) in Common and Civil Law*” (Année 3)

UL Code	Module Title	ECTS Credits
Semester 5		
LA4001	Legal Systems & Methods	6
LA4211	Criminal Law 1	6
LA4430	Constitutional Law 1	6
LA4111	Contract Law 1	6
LA4310	Law of Torts 1	6
	Semester 5 Total – 30 ECTS	
Semester 6		
LA4222	Criminal Law 2	6
LA4440	Constitutional Law 2	6
LA4122	Contract Law 2	6
LA4320	Law of Torts 2	6
LA4042	Administrative Law	6
	Semester 6 Total – 30 ECTS	

4ème année de “*Bachelor of Law (LLB) in Common and Civil Law*” (Année 4)

UL Code	Module Title	ECTS Credits
Semester 7		
LA4033	Law of the European Union 1	6
LA4530	Company Law 1	6
LA4810	Equity and Trusts 1	6
LA4610	Land Law 1	6
LA4131	Jurisprudence	6
Semester 7 Total – 30 ECTS		
Semester 8		
LA4044	Law of the European Union 2	6
LA4540	Company Law 2	6
LA4828	Equity and the Law of Trusts 2	6
LA4620	Land Law 2	6
LA4040	Law of Evidence	6
Semester 8 Total – 30 ECTS		

Annexe 2 Barème des notes

Notation française		Notation irlandaise
< 5	Très insatisfaisant	F
5-7.49	Insatisfaisant	D2
7.5-9.99	Insatisfaisant	D1
10-10.99	La moyenne	C1 C2 C3
11-11.99	Acceptable	B3
12.5-13.5	Satisfaisant	B2
13-14.49	Bien	B1
14.5-16.99	Très bien	A2
17-20	Excellent	A1

Appendix 3 – Accord de protection des données

THIS DATA PROTECTION AGREEMENT (“DPA”) is made the _____ day of _____ 20____

BETWEEN:

- (1) **UNIVERSITY OF LIMERICK**, of Castletroy, Limerick (“UL”); and
- (2) **THE UNIVERSITE DE FRANCHE-COMTÉ**, 1 rue Goudimel, 25030 Besançon Cedex - France, n° SIREN 192 512 150, code APE 8542Z

Each a “Party” and collectively referred to as the “Parties”.

BACKGROUND:

- A. The Parties have entered into a Memorandum of Agreement
- B. Pursuant to clause 10 Data Protection of the Memorandum of Agreement, the Parties acknowledge and agree that Personal Data will be shared between them in relation to students/prospective students for the purposes of the Services and that each of them will be a Data Controller in relation to the Personal Data shared.
- C. For the purpose set out in Recital B, the Parties agree to transfer and receive Personal Data in accordance with the provisions of this “DPA”.

NOW, THEREFORE, the Parties agree as follows:

1. **INTERPRETATION**

1.1 **Defined Terms:** In this “DPA”:

“**Data Discloser**” means the Party, which discloses Shared Data to the Data Recipient;

“**Data Recipient**” means the Party which receives Shared Data from the Data Discloser;

“**Data Protection Acts**” means the Data Protection Acts 1988-2018 as amended, revised, modified or replaced from time to time;

“**Data Protection Commission**” or “**DPC**” means the data protection authority for the time being in the territory of Ireland;

“**Data Security Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Data;

“**Data Subject Access Request**” or “**DSAR**” has the same meaning as the “Right of Access” as set out in Article 15 of the GDPR;

“**EEA**” means the European Economic Area;

“**Event of Force Majeure**” means an act of God including but not limited to fire, flood, earthquake, windstorm or other natural disaster; an act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action; law, judgment, order, decree, embargo, blockade; labour dispute including but not limited to strike, lockout or boycott; interruption or failure of utility service including but not limited to electric power, gas, water or telephone service; or any other event or circumstances beyond the control of the Party claiming “Event of Force Majeure”;

“**General Data Protection Regulation**” or “**GDPR**” means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and the free movement of such data;

“**Services**” means the Services referred to in the Background of this DPA;

“**Shared Data**” means the Personal Data of students (including prospective students) of the Parties;

“**Term**” means the duration of the Services as set out at clause 11 of the Memorandum of Agreement.

1.2 **Construction:** In this DPA, unless the contrary intention is stated, a reference to:

(a) Data Controller, Data Processor, Data Subject, Personal Data, Special Categories of Personal Data, processing and appropriate technical and organisational measures shall have the meanings given to them in the GDPR;

1.3 **Exercise of powers of control:** Where any obligation in this DPA is expressed to be undertaken or assumed by any Party, that obligation is to be construed as requiring the Party concerned to exercise all rights and powers of control over the affairs of any other person which it is able to exercise (whether directly or indirectly) in order to secure performance of that obligation by each such person as if that person were bound by that obligation.

2. **PURPOSE**

2.1 **Sharing of Personal Data:** This DPA sets out the framework for the sharing of Personal Data and Special Categories of Personal Data, between the Parties as Data Controllers. It defines

the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.

- 2.2 **Further Processing:** The parties shall not process Shared Data in a way that is incompatible with the purposes described in the Memorandum of Agreement.
- 2.3 **Single Point of Contact:** Each Party shall appoint a single point of contact (“SPC”) who will work together to reach an agreement with regard to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative. The points of contact for each of the Parties are:

- (a) **UL:** Outgoingexchanges@ul.ie or Incomingexchanges@ul.ie
- (b) **Partner:** scolarite-centrale@univ-fcomte.fr

3. **COMPLIANCE WITH NATIONAL DATA PROTECTION LAWS**

- 3.1 **General Compliance:** Each Party shall ensure compliance with its obligations as a Data Controller in line with the Data Protection Acts and the GDPR at all times for the duration the Term.

4. **SHARED DATA**

- 4.1 **Types of data:** The following types of Personal Data in relation to students/prospective students may be shared between the Parties during the Term:
- 4.2 [Insert specific data to be shared – ie. Name, address (to include email) and contact details; Nationality; Visa details; Previous education history to include exam results; Previous extra-curricular activities and interests; References; Professional body membership and/or approval; Progress reports and general feedback; Student grades whilst attending UL; Garda vetting results; Medical screening results;]

5. **FAIR AND LAWFUL PROCESSING**

- 5.1 **Fair and Lawful Processing:** During the Term of this DPA each party shall ensure that it processes the Shared Data fairly and lawfully in accordance with Clause 5.2 and Clause 5.3.
- 5.2 **Grounds for Processing:** Each party shall ensure that it processes Shared Data on the basis of one or more of the following legal grounds:
- (a) Data Subject has freely given his or her explicit, unambiguous consent;
- (b) processing is necessary for the performance of a contract to which the Data Subject is a party or in order to take steps at the request of the Data Subject prior to entering into a contract;

(c) processing is necessary for compliance with a legal obligation to which the parties are subject, other than an obligation imposed by contract;

(d) processing is necessary in order to protect the vital interests of the Data Subject;

5.3 **Privacy Statement:** Each Party shall, in respect of Shared Data, ensure that their privacy statements are clear and provide sufficient information to the Data Subjects for them to understand what personal data the Data Discloser is sharing with the Data Recipient, the circumstances in which it will be shared, the purposes for the data sharing and either the identity of the Data Recipient or a description of the type of organisation that will receive the personal data.

6. **DATA SUBJECTS RIGHTS:**

6.1 The parties acknowledge that:

- a) **Information and Access Rights:** Data Subjects have the right to obtain certain information about the processing of their Personal Data through a DSAR.
- b) **Rectification Right:** Data Subjects have the right to request the rectification of inaccurate personal data and the right to have incomplete data completed.
- c) **Erase Right:** Data Subjects also have the right to obtain, under certain circumstances, the erasure of Personal Data concerning them without undue delay.
- d) **Right to Object:** Data Subjects have the right, under certain circumstances, to object to the processing of their Personal Data. Where the Data Subject's objection to the processing is justified, the Data Controller shall no longer process the Personal Data in question.
- e) **Restriction of Processing Right:** Data Subjects have the right to obtain from the Controller the restriction of processing. Where such a restriction has been obtained, the Data Subject shall also have the right to be informed by the Controller before the restriction is lifted.
- f) **Data Portability:** Where the lawful processing grounds in 5.2(a) and in Clause 5.2(b) were relied upon to justify the processing, a Data Subject has the right to receive the Personal Data concerning him or her, which he or she has provided to the Controller.

7. **DATA RETENTION AND DELETION**

7.1 **Retention Periods:** The Parties shall retain or process Shared Data for the longest of the following retention periods that applies:

- (a) the period that is necessary for the purposes of the Services; or
- (b) any period prescribed by either Party's data retention policy, applicable law or by best industry practice.

7.2 **Deletion of Data:** Each Party shall be responsible for the deletion of the Shared Data it holds once the retention period set out at clause 7.1 has expired.

7.3 **Instructing Data Processors:** Where either Party instructs a Data Processor to process Shared Data on its behalf, the said Party will comply with the requirements of the GDPR and in particular with Article 28 thereof as well as any relevant national data protection law.

8. TRANSFERS

8.1 **Definition:** For the purposes of this clause, transfers of Personal Data shall mean any sharing of Personal Data by the Data Recipient with a third party, and shall include, but is not limited to, the following:

- (a) storing Shared Data on servers outside the EEA;
- (b) subcontracting the processing of Shared Data to Data Processors located outside the EEA;
- (c) granting third parties located outside the EEA access rights to the Shared Data.

8.2 **Transfer Outside of the EEA:** The Data Recipient shall not disclose or transfer the Shared Data to a third party Data Controller or Data Processor located outside the EEA unless it complies with Chapter 5 of the GDPR and any relevant national data protection laws, and the Data Discloser bears no responsibility for any such onward transfer by the Data Recipient.

9. SECURITY AND TRAINING

9.1 **Security Measures:** The Parties shall put in place appropriate technical and organisational security measures to protect the Shared Data. The Parties shall use appropriate safeguards to protect the Shared Data from a Data Security Breach in accordance with its obligations under the GDPR, which include but are not limited to training its employees on the confidentiality and security measures required to protect the Shared Data.

10. DATA SECURITY BREACHES AND REPORTING PROCEDURES

10.1 **Notification:** The Parties undertake to notify any Data Security Breach in relation to the Shared Data to each other as soon as possible and, in any event, within 48 hours of knowledge of the Data Security Breach so as to enable the Parties to consider what action is required in order to resolve the issue in accordance with the GDPR and the Data Protection Acts.

11. MUTUAL ASSISTANCE

- 11.1 **Mutual Assistance:** The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Data Security Breach in an expeditious and compliant manner, to assist each other in dealing with any request made by a data subject pursuant to Chapter 3 GDPR and, where relevant, to comply with their respective obligations pursuant to Article 32-36 GDPR. The Parties also agree to assist and make available to one another all information necessary to contribute to audits and/or inspections that may be carried out in respect of the Shared Data, whether by that Party or a third party to include the DPC.

12. RESOLUTION OF DISPUTE WITH DATA SUBJECTS OR THE DATA PROTECTION COMMISSION

- 12.1 **Obligation to Inform:** In the event of a dispute or claim brought by a Data Subject or the Data Protection Commission or other supervisory authority concerning the processing of Shared Data against either or both Parties, the Parties will inform each other about any such disputes or claims, and will co-operate with a view to settling them amicably in a timely fashion.
- 12.2 **Obligation to Abide:** Each Party shall abide by a decision of a competent court or of the DPC which is final and against which no further appeal is possible.

13. WARRANTIES

- 13.1 **Data Protection Warranties:** Each Party warrants and undertakes that it shall:
- (a) process the Shared Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its personal data processing operations;
 - (b) make available upon request to the Data Subjects who are third party beneficiaries a copy of this DPA, unless the clause contains confidential information;
 - (c) respond within a reasonable time and as far as reasonably possible to enquiries from the Data Protection Commission in relation to the Shared Data;
 - (d) respond to DSARs and all other requests from Data Subjects pursuant to Chapter 3 of the GDPR;
 - (e) where applicable, maintain registration with all relevant supervisory authorities to process the Shared Data in accordance with the agreed purpose; and
 - (f) take all appropriate steps to ensure compliance with the security measures set out in clause 9.1.

14. INDEMNITY

- 14.1 **Indemnity:** The Data Recipient shall indemnify and keep indemnified the Data Discloser on demand from time to time from and against all losses which it causes the Data Discloser as a result of its breach of any of the provisions of this DPA, the Data Protection Acts, the

GDPR and/or arising out of or in connection with all claims, proceedings or actions brought by the DPC, any other competent public authority or a Data Subject against the Data Discloser with respect to the processing of the Shared Data by the Data Recipient.

15. **FORCE MAJEURE**

- 15.1 **No Liability for Event of Force Majeure:** Neither Party shall be liable for its inability or delay in performing any of its obligations hereunder to the extent that such delay is caused by an Event of Force Majeure.

16. **CONFIDENTIALITY**

- 16.1 **Keep Confidential:** Each Party shall keep confidential the other Party's Shared Data and shall not, without the prior written consent of the other Party, use, disclose, copy or modify the Shared Data other than as necessary for the exercise of its rights, and performance of its obligations, under this DPA.
- 16.2 **Mandatory Disclosure:** If a party is required by law or by any order of any court or governmental or regulatory authority to disclose the Shared Data of the other party, it shall promptly notify that other party of receipt of notice of that requirement and, at the request and cost of that other party, shall assist it in opposing any such disclosure.

17. **TERM OF THE DPA**

- 17.1 **Term of this Agreement:** The term of the DPA shall be the same as that of the Memorandum of Agreement.
- 17.2 **Survival of Obligations:** The provisions of clauses 15.1-17.2 (inclusive) shall survive the termination of this DPA however it arises, and shall continue to bind the Parties or the relevant Party (as applicable) and shall continue in full force and effect in accordance with their respective provisions subject to any applicable statute of limitation periods.

18. **GENERAL**

- 18.1 **Jurisdiction:** Each of the Parties irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this DPA and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts.
- 18.2 **Sole and Entire Agreement:** The express terms of this DPA constitute the sole and entire agreement between the Parties in relation to its subject matter and supersedes all prior written and oral arrangements, understandings, representations, warranties and agreements between them in that regard (if any). Each Party acknowledges that it is not relying, and will not

seek to rely, on any arrangement, understanding, representation, warranty, agreement, term or condition which is not expressly set out in this DPA.

- 18.3 **Waivers, Rights Cumulative:** Each of the rights of each Party under this DPA may be exercised as often as is necessary, is cumulative and not exclusive of any other rights which that Party may have under this DPA, law or otherwise; and may be waived only in writing and specifically. Delay by a Party in exercising, or the non-exercise by a Party of, any such right will not constitute a waiver of that right.
- 18.4 **Amendments:** Any amendment to this DPA must be in writing and duly signed for and on behalf of each of the Parties to this DPA.

**AGREEMENT ON A DOUBLE DEGREE PROGRAMME
BETWEEN
UNIVERSITY OF LIMERICK
AND
THE UNIVERSITE OF FRANCHE-COMTÉ
FOR ITS “UNITE DE FORMATION ET DE RECHERCHE SJEPEG” (SCIENCES
JURIDIQUES, ECONOMIQUES, POLITIQUES ET DE GESTION)**

Between on one hand:

The université de Franche-Comté, public institution of a scientific, cultural and professional nature, located 1 rue Goudimel, 25030 Besançon Cedex - France, n° SIREN 192 512 150, code APE 8542Z represented by its President, Professor Marie-Christine WORONOFF, and acting more particularly on behalf of its component UFR SJEPEG represented by its Director M. Christophe LANG,

Hereinafter referred to as “**uFC**”.

And on the other hand:

University of Limerick located in Limerick, V94 T9PX, Ireland, represented by the Provost and Deputy President Professor Shane Kilcommins and acting more particularly on behalf of its School of Law, Faculty of Arts, Humanities and Social Sciences represented by its Director Professor Lucy Ann Buckley.

Hereinafter referred to as “**UL**”.

UL and uFC are hereinafter referred to as “**the parties**”.

With the aim of establishing and maintaining cooperation between the two institutions and achieving the objectives of training at an international level based on the existing Erasmus+ agreements between the parties,

It is agreed as follows:

ARTICLE 1

Aim of the agreement

The Double Degree Program allows students from both parties to earn in four (4) years:

- A “Licence en “Droit”, parcours “Double-diplôme” from université de Franche-Comté (UFR SJEPEG);
- A “Maîtrise en Droit, mention “Justice, procès et procédures”, parcours “Double-diplôme” from université de Franche-Comté (UFR SJEPEG);
- A Bachelor’s Degree of Law (LLB) in “Common and Civil Law” from University of Limerick (School of Law in the Faculty of Arts, Humanities and Social Sciences).

The double degree is delivered in accordance with French State regulations, in particular articles D613-17 to 613-25 of the Education Code and the circular of 7 May 2023, and in accordance with University of Limerick Policy on Collaborative and Transnational Education Provision.

ARTICLE 2

Selection of participating students

Each party is responsible for the selection of its participating students under the conditions stated above and those established by the Bilateral Committee, which composition, purpose and operation are detailed in Article 6.

Students from uFC apply for a double degree programme for an integrated four-year programme of study (*Maîtrise* level in France, Bachelor level in Ireland).

In France, students apply during their final year of high school via the Parcoursup platform to be admitted into the double-degree programme in the first year of “*Licence de Droit*”. To take part in the programme, students must pass a selection process, the prerequisites for which are set by the Parcoursup vetting committee. It consists of an interview with a panel of judges after an initial selection based on the student's file.

UL students apply during their final year of secondary school via the Irish Central Applications Office, which relies upon students meeting a minimum point score in the Irish Leaving Certificate, including French at Higher level.

uFC students may apply at the end of the first year of a law degree if places are available at the time of their application for entry to the second year of the degree.

Admission to the double degree programme is conditional until the minimum requirements of this agreement have been met. Each partner has the right to reject candidates proposed by the other, but is obliged to give reasons for this rejection.

ARTICLE 3

Admission requirements and study program

1. Admission to uFC for UL students

The uFC will admit, as regular students, students from UL enrolled in “Bachelor of Laws (LLB) in Common and Civil Law” who:

- a) Have fulfilled the credit requirements of the first two years of the LLB program (i.e. 120 ECTS before the beginning of the mobility);
- b) have the French language skills to be accepted onto the Bachelor of Law (LLB) in Common and Civil Law programme as approved by APRC through the Central Applications Office (CAO).

2. Admission to UL for uFC students:

UL will admit, as regular students, students from université de Franche-Comté enrolled in “Droit franco-irlandais” who:

- a) Have fulfilled the credit requirements of the first two years of the BA programme (i.e. 120 ECTS before the beginning of the mobility);
- b) have proven their sufficient motivation and English language skills through a selection interview (level B2 of the Common European Framework).

3. Specific study requirements

In order to meet the requirements for a Double Degree, students are required to remain for at least two academic years (four semesters) at the Host Institution, and must obtain the credits required by the specific programme at the partner institution and the remaining semesters and credits at their Home Institution, according to the study plan defined jointly and attached to this agreement, i.e. 120 ECTS (Attachment 1).

Students must, in order to maintain their status of Double Degree students, comply with the requirements of their Home Institution to validate their year at the host institution.

Each Double-Degree student will receive, according to European regulations, a transcript of records from the Host Institution, allowing for automatic recognition of ECTS at the home Institution. It is

the responsibility of individual students to obtain their transcript and submit to the home institution in order to receive an award.

Once students have completed their third year, they will automatically complete their “*Licence en Droit*”, *parcours “Double-diplôme”*. Once their fourth year of study has been validated at the host institution, students will automatically validate their fourth year at their home institution and will thus obtain their Bachelor of Law (LLB) in Common and Civil Law and their “*Maîtrise en Droit mention “Justice, procès et procédures”*”, *parcours “Double-diplôme”*.

ARTICLE 4

Number of students

As part of this double degree, the parties agree to welcome up to 5 students in each party for the first year of the agreement. This quota will be reviewed each year by the bilateral committee. This number may vary from year to year, depending on the applications received. The aim of the programme is to exchange as many students as possible in both directions over the 5-year period of validity of the agreement.

ARTICLE 5

Tuition and financial support

Students taking part in the double-degree programme remain enrolled and pay their fees at their Home institution; they are also enrolled at the Host Institution, where they are exempt from any tuition fees, with the exception of compulsory contributions and administrative costs.

Students may be eligible to apply for appropriate and relevant grant. The parties also agree to assist students from the partner institution to find accommodation through the normal processes afforded to international students.

ARTICLE 6

Management of the programme

A Bilateral Committee will be established and will be composed of at least one academic representative from each party, including the director(s) of the double-degree programme and will act in consultation with the faculties of both parties. Decisions will be jointly taken by the representatives of uFC and UL in the Bilateral Committee. Meetings of the Committee may also be attended by other academics or administrative personnel of the participating parties, including but not limited to the International Relations Office of each party.

The Bilateral Committee has the following tasks:

- a) to identify (and where necessary modify) the number of double degree students to be exchanged each year;
- b) to create the conditions necessary for the implementation of the agreement;
- c) to guarantee the observance of the general regulations of the study program at the Home and at the host institution, in accordance with the regulations in force in each Party;
- d) to approve amendments to modules;
- e) to assure the participating students' tutorage (the Bilateral Committee may be assisted by a person appointed by the host institution as tutor for the participating students);
- f) to control the procedures of the study program;
- g) to approve the final students' study plans (Learning Agreement – cf. Attachment 1);
- h) to manage exceptional cases;
- i) to develop joint marketing campaigns using co-branding. Such campaigns will be subject to mutual agreement, and separate terms and conditions will be formulated at that time.
- j) to adapt the grade conversion table (Attachment 2.).

The Bilateral Committee will meet at least once a year : the meetings can take place also through conference call or video conference, etc. It is regularly constituted when at least one representative from each party is present. The decisions are taken unanimously and should be communicated in writing to the other concerned departments/services and/or authorities if appropriate.

Members of the Bilateral Committee are:

For UL	For uFC
Mr. Eddie Keane	Ms. Celia Berger-Tarare
<i>Title: International Coordinator</i>	<i>Title : International coordinator</i>
School of Law FG 009 University of Limerick Phone. +353 (0) 61 234895 Email: law@ul.ie	UFR SJEPG université de Franche-Comté 45D Av. de l'Observatoire, 25030 Besançon France Phone +33 (0)6 66 59 79 06 Email: celia.tarare@univ-fcomte.fr

If needed an alternate member may be appointed.

The Office of European, international relations and Francophonie at uFC and ULGlobal Division are available to help the Committee students mobility :

Direction des Relations Européennes, Internationales et de la Francophonie – DREIF
1 rue Goudimel 25030 Besançon Cedex
France
0033 (0)3 81 66 55 96
dreif@univ-fcomte.fr

UL Global Office
E0-020, University of Limerick
Limerick
Ireland
V94 T9PX

+353 (0) 61 202342
ulg@ul.ie

ARTICLE 7

Data Protection

Both parties agree to comply with the requirements of the European General Data Protection Regulation and to reasonably assist each other with ensuring compliance. A separate data protection agreement will be appended in Appendix 3 to this agreement, and will describe each party's responsibilities with regard to European General Data Protection Regulation.

ARTICLE 8

Rights and duties of the participating students

Each participating student should observe the following principles while at the Host Institution:

- the parties will assure that the students have equal access to all facilities offered to regular students of the host institution, such as the use of computers, access to the library, obtaining of a student ID card, etc.
- Each student will be responsible for his/her own living expenses (accommodation, meals, etc.).
- Each student must provide his/her own transportation to/from the home institution to the host institution.
- Double-degree students are bound by the rules, policies and regulations of the Host Institution and of local or host country laws. This, as well as failure to comply with study requirements, may result in immediate exclusion from the programme;
- Double-degree students will be required to carry an adequate policy for travel and health insurance that is satisfactory to the host institution during the entire period of their study, and they must

provide a proof of this to the host institution upon request. Thus, it is for each UL student to learn about subscribing to the French social security system with the help of uFC administrative services. This subscription is compulsory for all students, regardless of their nationality, when enrolled in a French Higher Education Institution.

- Students must comply with the Visa and Immigration procedures for international student immigration within the host country. Support will be given on how to secure student visas by the host institution where necessary.

ARTICLE 9

Terms and duration of the agreement

This agreement entails no financial obligation on either of the parties.

This Agreement shall remain in force for a period of five (5) years from the date of the last signature; it will be examined before being renewed. Either party may cancel this agreement with a written notice of 180 days. However, students who are already enrolled in the program are allowed to complete their studies at the Host Institution up until the end of the academic year.

The present agreement and its supplements will be prepared in four originals, two in English and two in French, each version having equal validity.



Date: _____

Date: _____

University of Limerick
Provost and Deputy President
Prof. Shane Kilcommins

University of Franche-Comté
President
Prof. Marie-Christine Woronoff

Head of the School of Law, Faculty of Arts,
Humanities and Social Sciences
Professor Lucy Ann Buckley..

Head of UFR SJEPG
M. Christophe LANG

Annex 1: Study plan
Annex 2: Grade equivalence table
Annex 3: Data protection

Annex 1 Study plan

Université de Franche-Comté : UL students will attend the following study units:

Third year of *licence* « *Droit* », *parcours* « *Double-diplôme* » (Year 3)

Semester 5

		Lecture	Seminar	ECTS	On-site student hours :
UE1	1 course to choose : <i>Droit des sûretés</i> <i>Droit commun des sociétés</i> <i>Droit du travail</i>	30	15	6	45
UE2	1 course to choose : <i>Droit des sûretés</i> <i>Droit commun des sociétés</i> <i>Droit du travail</i>	30	15	6	45
UE3	<i>Langue</i> 1 course to choose : <i>Droit des sûretés</i> <i>Droit commun des sociétés</i> <i>Droit du travail</i> <i>Libertés publiques</i> <i>Droit général de l'UE</i>	30	15	3 3	45
UE4	1 course to choose : <i>Droit de l'environnement</i> <i>Introduction au droit international privé</i> <i>Introduction à la procédure pénale</i> <i>Introduction to the Civil Law System</i> LD1 <i>SI</i>	24		6	24
UE5	Contract Law <i>APP</i> <i>Outils doc</i>	24	11 3	4 2	38
On-site hours / student	Total : 197	138	59	30	

Semester 6

		Lecture	Seminar	ECTS	On-site Student hours :
UE1	1 course to choose : <i>Droit des contrats spéciaux</i> <i>Droit spécial des sociétés</i> <i>Droit du travail approfondi</i>	30	12	6	42
UE2	1 course to choose : <i>Droit des contrats spéciaux</i> <i>Droit spécial des sociétés</i> <i>Droit du travail approfondi</i>	30	12	6	42
UE3	<i>Langue</i> 1 course to choose : <i>Droit des contrats spéciaux</i> <i>Droit spécial des sociétés</i> <i>Droit du travail approfondi</i> <i>Libertés publiques</i> <i>Droit matériel de l'UE</i>	30	15	3 3	45
UE4	1 course to choose : <i>Droit des biens</i> <i>Procédure civile</i>	30 24		6	30
UE5	Corporate Law <i>Climat</i>	24 20	1	4 2	45
On-site hours / student	Total : 198/204	164/158	40	30	

TOTAL : 395/401 on-site hours / student

First year of *maîtrise en droit « Justice, procès et procédures », parcours « Double-diplôme »* (Year 4)

Semester 1

Unit	Course	Lecture hours	Seminar hours	ECTS
U1	<i>Procédure civile</i>	33	15	6
U2 1 course to choose between 2	Régimes matrimoniaux Ou Entreprises en difficultés	33 or 33	15 or 15	6
U3 1 course to choose between 3	<i>Régimes Matrimoniaux Or Entreprises en difficultés</i> According to course taken in U2	33 or 33	No seminar	6
	<i>Consommation et distribution</i>	30	No seminar	
U4 1 course to choose between 2	<i>DIP</i>	30	No seminar	6
	<i>Assurances</i>	30	No seminar	
U5	<i>Langue</i>	No lecture	15	4
	<i>APP</i>	No lecture	15	2
On-site hours / student	Total : 189	129	60	30

Semestrer 2

Unit	Course	Lecture hours	Seminar hours	ECTS
U1	<i>Voies d'exécution</i>	33	15	6
U2 1 course to choose between 2	<i>Successions -libéralités</i> Or <i>Bancaire</i>	33 or 33	15 or 15	6
U3 <i>INTERNSHIP (at least 1month)</i> OR <i>TUTORED PROJECT</i> 1 course to choose between 3	<i>INTERNSHIP OR TUTORED PROJECT</i>			3
	<i>Successions-libéralités</i> or <i>Bancaire</i> According to course taken in U2	33 or 33	No seminar	3
	<i>Procédure pénale</i>	33	No seminar	3
U4 1 course to choose between 4	<i>Rural</i> Or <i>Concurrence</i>	30 Ou 30	No seminar	6
	<i>Immobilier</i> Trust Law	30	No seminar	
U5	<i>Langue</i>	No lecture	15	4
	<i>Informatique – outils doc et initiation recherche</i>	No lecture	12 + 3	2
On-site hours / student	Total : 189	129	60	30

TOTAL : 378 on-site hours / student

University of Limerick : students from uFC will attend the following study units at UL:

Third year of “*Bachelor of Law (LLB) in Common and Civil Law*” (Year 3)

UL Code	Module Title	ECTS Credits
Semester 5		
LA4001	Legal Systems & Methods	6
LA4211	Criminal Law 1	6
LA4430	Constitutional Law 1	6
LA4111	Contract Law 1	6
LA4310	Law of Torts 1	6
	Semester 5 Total – 30 ECTS	
Semester 6		
LA4222	Criminal Law 2	6
LA4440	Constitutional Law 2	6
LA4122	Contract Law 2	6
LA4320	Law of Torts 2	6
LA4042	Administrative Law	6
	Semester 6 Total – 30 ECTS	

Fourth year of “*Bachelor of Law (LLB) in Common and Civil Law*” (Year 4)

UL Code	Module Title	ECTS Credits
Semester 7		
LA4033	Law of the European Union 1	6
LA4530	Company Law 1	6
LA4810	Equity and Trusts 1	6
LA4610	Land Law 1	6
LA4131	Jurisprudence	6
Semester 7 Total – 30 ECTS		
Semester 8		
LA4044	Law of the European Union 2	6
LA4540	Company Law 2	6
LA4828	Equity and the Law of Trusts 2	6
LA4620	Land Law 2	6
LA4040	Law of Evidence	6
Semester 8 Total – 30 ECTS		

Annexe 2 Grade equivalence table

French grade		Irish grade
< 5	Very unsatisfactory	F
5-7.49	Unsatisfactory	D2
7.5-9.99	Unsatisfactory	D1
10-10.99	Only average	C1C2 C3
11-11.99	Acceptable	B3
12-12.99	Satisfactory	B2
13-14.49	Good	B1
14.5 - 16.99	Very good	A2
17-20	Excellent	A1

Double Degree Besancon-Limerick

Transcription Grid

Appendix 3 - Data Protection Agreement

THIS DATA PROTECTION AGREEMENT (“DPA”) is made the _____ day of _____ 20____

BETWEEN:

- (1) **UNIVERSITY OF LIMERICK**, of Castletroy, Limerick (“UL”); and
- (2) **THE UNIVERSITE DE FRANCHE-COMTÉ**, 1 rue Goudimel, 25030 Besançon Cedex - France, n° SIREN 192 512 150, code APE 8542Z

Each a “Party” and collectively referred to as the “Parties”.

BACKGROUND:

- A. The Parties have entered into a Memorandum of Agreement
- B. Pursuant to clause 10 Data Protection of the Memorandum of Agreement, the Parties acknowledge and agree that Personal Data will be shared between them in relation to students/prospective students for the purposes of the Services and that each of them will be a Data Controller in relation to the Personal Data shared.
- C. For the purpose set out in Recital B, the Parties agree to transfer and receive Personal Data in accordance with the provisions of this “DPA”.

NOW, THEREFORE, the Parties agree as follows:

1. **INTERPRETATION**

1.1 **Defined Terms:** In this “DPA”:

“**Data Discloser**” means the Party, which discloses Shared Data to the Data Recipient;

“**Data Recipient**” means the Party which receives Shared Data from the Data Discloser;

“**Data Protection Acts**” means the Data Protection Acts 1988-2018 as amended, revised, modified or replaced from time to time;

“**Data Protection Commission**” or “**DPC**” means the data protection authority for the time being in the territory of Ireland;

“**Data Security Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Data;

“**Data Subject Access Request**” or “**DSAR**” has the same meaning as the “Right of Access” as set out in Article 15 of the GDPR;

“**EEA**” means the European Economic Area;

“**Event of Force Majeure**” means an act of God including but not limited to fire, flood, earthquake, windstorm or other natural disaster; an act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action; law, judgment, order, decree, embargo, blockade; labour dispute including but not limited to strike, lockout or boycott; interruption or failure of utility service including but not limited to electric power, gas, water or telephone service; or any other event or circumstances beyond the control of the Party claiming “Event of Force Majeure”;

“**General Data Protection Regulation**” or “**GDPR**” means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and the free movement of such data;

“**Services**” means the Services referred to in the Background of this DPA;

“**Shared Data**” means the Personal Data of students (including prospective students) of the Parties;

“**Term**” means the duration of the Services as set out at clause 11 of the Memorandum of Agreement.

1.2 **Construction:** In this DPA, unless the contrary intention is stated, a reference to:

(a) Data Controller, Data Processor, Data Subject, Personal Data, Special Categories of Personal Data, processing and appropriate technical and organisational measures shall have the meanings given to them in the GDPR;

1.3 **Exercise of powers of control:** Where any obligation in this DPA is expressed to be undertaken or assumed by any Party, that obligation is to be construed as requiring the Party concerned to exercise all rights and powers of control over the affairs of any other person which it is able to exercise (whether directly or indirectly) in order to secure performance of that obligation by each such person as if that person were bound by that obligation.

2. **PURPOSE**

2.1 **Sharing of Personal Data:** This DPA sets out the framework for the sharing of Personal Data and Special Categories of Personal Data, between the Parties as Data Controllers. It defines

the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.

- 2.2 **Further Processing:** The parties shall not process Shared Data in a way that is incompatible with the purposes described in the Memorandum of Agreement.
- 2.3 **Single Point of Contact:** Each Party shall appoint a single point of contact (“SPC”) who will work together to reach an agreement with regard to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative. The points of contact for each of the Parties are:

- (a) **UL:** Outgoingexchanges@ul.ie or Incomingexchanges@ul.ie
- (b) **Partner:** scolarite-centrale@univ-fcomte.fr

3. COMPLIANCE WITH NATIONAL DATA PROTECTION LAWS

- 3.1 **General Compliance:** Each Party shall ensure compliance with its obligations as a Data Controller in line with the Data Protection Acts and the GDPR at all times for the duration the Term.

4. SHARED DATA

- 4.1 **Types of data:** The following types of Personal Data in relation to students/prospective students may be shared between the Parties during the Term:
- 4.2 [Insert specific data to be shared – ie. Name, address (to include email) and contact details; Nationality; Visa details; Previous education history to include exam results; Previous extra-curricular activities and interests; References; Professional body membership and/or approval; Progress reports and general feedback; Student grades whilst attending UL; Garda vetting results; Medical screening results;]

5. FAIR AND LAWFUL PROCESSING

- 5.1 **Fair and Lawful Processing:** During the Term of this DPA each party shall ensure that it processes the Shared Data fairly and lawfully in accordance with Clause 5.2 and Clause [Erreur ! Source du renvoi introuvable..](#)
- 5.2 **Grounds for Processing:** Each party shall ensure that it processes Shared Data on the basis of one or more of the following legal grounds:
- (a) Data Subject has freely given his or her explicit, unambiguous consent;
- (b) processing is necessary for the performance of a contract to which the Data Subject is a party or in order to take steps at the request of the Data Subject prior to entering into a contract;

(c) processing is necessary for compliance with a legal obligation to which the parties are subject, other than an obligation imposed by contract;

(d) processing is necessary in order to protect the vital interests of the Data Subject;

5.3 **Privacy Statement:** Each Party shall, in respect of Shared Data, ensure that their privacy statements are clear and provide sufficient information to the Data Subjects for them to understand what personal data the Data Discloser is sharing with the Data Recipient, the circumstances in which it will be shared, the purposes for the data sharing and either the identity of the Data Recipient or a description of the type of organisation that will receive the personal data.

6. **DATA SUBJECTS RIGHTS:**

6.1 The parties acknowledge that:

- a) **Information and Access Rights:** Data Subjects have the right to obtain certain information about the processing of their Personal Data through a DSAR.
- b) **Rectification Right:** Data Subjects have the right to request the rectification of inaccurate personal data and the right to have incomplete data completed.
- c) **Erasure Right:** Data Subjects also have the right to obtain, under certain circumstances, the erasure of Personal Data concerning them without undue delay.
- d) **Right to Object:** Data Subjects have the right, under certain circumstances, to object to the processing of their Personal Data. Where the Data Subject's objection to the processing is justified, the Data Controller shall no longer process the Personal Data in question.
- e) **Restriction of Processing Right:** Data Subjects have the right to obtain from the Controller the restriction of processing. Where such a restriction has been obtained, the Data Subject shall also have the right to be informed by the Controller before the restriction is lifted.
- f) **Data Portability:** Where the lawful processing grounds in 5.2(a) and in Clause 5.2(b) were relied upon to justify the processing, a Data Subject has the right to receive the Personal Data concerning him or her, which he or she has provided to the Controller.

7. **DATA RETENTION AND DELETION**

7.1 **Retention Periods:** The Parties shall retain or process Shared Data for the longest of the following retention periods that applies:

- (a) the period that is necessary for the purposes of the Services; or
- (b) any period prescribed by either Party's data retention policy, applicable law or by best industry practice.

7.2 **Deletion of Data:** Each Party shall be responsible for the deletion of the Shared Data it holds once the retention period set out at clause 7.1 has expired.

7.3 **Instructing Data Processors:** Where either Party instructs a Data Processor to process Shared Data on its behalf, the said Party will comply with the requirements of the GDPR and in particular with Article 28 thereof as well as any relevant national data protection law.

8. TRANSFERS

8.1 **Definition:** For the purposes of this clause, transfers of Personal Data shall mean any sharing of Personal Data by the Data Recipient with a third party, and shall include, but is not limited to, the following:

- (a) storing Shared Data on servers outside the EEA;
- (b) subcontracting the processing of Shared Data to Data Processors located outside the EEA;
- (c) granting third parties located outside the EEA access rights to the Shared Data.

8.2 **Transfer Outside of the EEA:** The Data Recipient shall not disclose or transfer the Shared Data to a third party Data Controller or Data Processor located outside the EEA unless it complies with Chapter 5 of the GDPR and any relevant national data protection laws, and the Data Discloser bears no responsibility for any such onward transfer by the Data Recipient.

9. SECURITY AND TRAINING

9.1 **Security Measures:** The Parties shall put in place appropriate technical and organisational security measures to protect the Shared Data. The Parties shall use appropriate safeguards to protect the Shared Data from a Data Security Breach in accordance with its obligations under the GDPR, which include but are not limited to training its employees on the confidentiality and security measures required to protect the Shared Data.

10. DATA SECURITY BREACHES AND REPORTING PROCEDURES

10.1 **Notification:** The Parties undertake to notify any Data Security Breach in relation to the Shared Data to each other as soon as possible and, in any event, within 48 hours of knowledge of the Data Security Breach so as to enable the Parties to consider what action is required in order to resolve the issue in accordance with the GDPR and the Data Protection Acts.

11. MUTUAL ASSISTANCE

- 11.1 **Mutual Assistance:** The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Data Security Breach in an expeditious and compliant manner, to assist each other in dealing with any request made by a data subject pursuant to Chapter 3 GDPR and, where relevant, to comply with their respective obligations pursuant to Article 32-36 GDPR. The Parties also agree to assist and make available to one another all information necessary to contribute to audits and/or inspections that may be carried out in respect of the Shared Data, whether by that Party or a third party to include the DPC.

12. RESOLUTION OF DISPUTE WITH DATA SUBJECTS OR THE DATA PROTECTION COMMISSION

- 12.1 **Obligation to Inform:** In the event of a dispute or claim brought by a Data Subject or the Data Protection Commission or other supervisory authority concerning the processing of Shared Data against either or both Parties, the Parties will inform each other about any such disputes or claims, and will co-operate with a view to settling them amicably in a timely fashion.
- 12.2 **Obligation to Abide:** Each Party shall abide by a decision of a competent court or of the DPC which is final and against which no further appeal is possible.

13. WARRANTIES

- 13.1 **Data Protection Warranties:** Each Party warrants and undertakes that it shall:
- (a) process the Shared Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its personal data processing operations;
 - (b) make available upon request to the Data Subjects who are third party beneficiaries a copy of this DPA, unless the clause contains confidential information;
 - (c) respond within a reasonable time and as far as reasonably possible to enquiries from the Data Protection Commission in relation to the Shared Data;
 - (d) respond to DSARs and all other requests from Data Subjects pursuant to Chapter 3 of the GDPR;
 - (e) where applicable, maintain registration with all relevant supervisory authorities to process the Shared Data in accordance with the agreed purpose; and
 - (f) take all appropriate steps to ensure compliance with the security measures set out in clause 9.1.

14. INDEMNITY

- 14.1 **Indemnity:** The Data Recipient shall indemnify and keep indemnified the Data Discloser on demand from time to time from and against all losses which it causes the Data Discloser as a result of its breach of any of the provisions of this DPA, the Data Protection Acts, the

GDPR and/or arising out of or in connection with all claims, proceedings or actions brought by the DPC, any other competent public authority or a Data Subject against the Data Discloser with respect to the processing of the Shared Data by the Data Recipient.

15. **FORCE MAJEURE**

- 15.1 **No Liability for Event of Force Majeure:** Neither Party shall be liable for its inability or delay in performing any of its obligations hereunder to the extent that such delay is caused by an Event of Force Majeure.

16. **CONFIDENTIALITY**

- 16.1 **Keep Confidential:** Each Party shall keep confidential the other Party's Shared Data and shall not, without the prior written consent of the other Party, use, disclose, copy or modify the Shared Data other than as necessary for the exercise of its rights, and performance of its obligations, under this DPA.
- 16.2 **Mandatory Disclosure:** If a party is required by law or by any order of any court or governmental or regulatory authority to disclose the Shared Data of the other party, it shall promptly notify that other party of receipt of notice of that requirement and, at the request and cost of that other party, shall assist it in opposing any such disclosure.

17. **TERM OF THE DPA**

- 17.1 **Term of this Agreement:** The term of the DPA shall be the same as that of the Memorandum of Agreement.
- 17.2 **Survival of Obligations:** The provisions of clauses 15.1-17.2 (inclusive) shall survive the termination of this DPA however it arises, and shall continue to bind the Parties or the relevant Party (as applicable) and shall continue in full force and effect in accordance with their respective provisions subject to any applicable statute of limitation periods.

18. **GENERAL**

- 18.1 **Jurisdiction:** Each of the Parties irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this DPA and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts.
- 18.2 **Sole and Entire Agreement:** The express terms of this DPA constitute the sole and entire agreement between the Parties in relation to its subject matter and supersedes all prior written and oral arrangements, understandings, representations, warranties and agreements between them in that regard (if any). Each Party acknowledges that it is not relying, and will not

seek to rely, on any arrangement, understanding, representation, warranty, agreement, term or condition which is not expressly set out in this DPA.

- 18.3 **Waivers, Rights Cumulative:** Each of the rights of each Party under this DPA may be exercised as often as is necessary, is cumulative and not exclusive of any other rights which that Party may have under this DPA, law or otherwise; and may be waived only in writing and specifically. Delay by a Party in exercising, or the non-exercise by a Party of, any such right will not constitute a waiver of that right.
- 18.4 **Amendments:** Any amendment to this DPA must be in writing and duly signed for and on behalf of each of the Parties to this DPA.