



DÉLIBÉRATION

Conseil d'administration

Séance du 15 décembre 2021

Délibération
n°253-2021
Point 4.9.1

Point 4.9.1 de l'ordre du jour

Approbation des droits d'inscription restant à la charge de l'étudiante après application de l'exonération prévue dans la convention 2021-2023 avec l'Open Society Foundation - Londres (OSF)

EXPOSE DES MOTIFS :

Un dispositif de bourse administré par l'Open Society Foundation London vise à permettre à des étudiants issus de pays sélectionnés d'effectuer des études dans des universités partenaires de l'OSF dont l'Unistra fait partie.

L'Unistra et Campus France participent à la sélection des étudiants retenus pour une bourse. Les étudiants accueillis bénéficient d'une exonération de 50% des droits spécifiques pratiqués par l'I.T.I.R.I. sur les diplômes d'université liés aux diplômes de master. Il reste à leur charge les 50% restants qui doivent faire l'objet d'une facturation.

L'exonération prévue par la convention 2021-2023 concerne l'étudiante suivante :

- N. pour un montant de 4 500 €, il reste à sa charge 2250€ au titre de son inscription 2021/2022 en 1^{re} année RI.

Le Conseil de Faculté a approuvé le 8 novembre la facturation des droits d'inscription aux diplômes d'université de l'I.T.I.R.I. restant à la charge de l'étudiante N., bénéficiaire du dispositif de bourse prévue dans la convention signée avec l'Open Society Foundation – London pour 2021-2023.

Délibération :

Le Conseil d'administration de l'Université de Strasbourg approuve la facturation des droits d'inscription aux diplômes d'université de l'I.T.I.R.I. restant à la charge de l'étudiante N., bénéficiaire du dispositif de bourse prévue dans la convention signée avec l'Open Society Foundation – London pour 2021-2023.

Résultat du vote :

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Nombre de membres en exercice	37
Nombre de votants	34
Nombre de voix pour	31
Nombre de voix contre	0
Nombre d'abstentions	0
Ne participe pas au vote	3

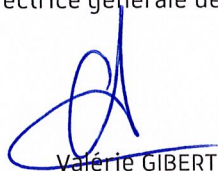
Destinataires :

- Madame la Rectrice déléguée pour l'enseignement supérieur, la recherche et l'innovation
- Direction générale des services
- Direction des finances
- Agence comptable

La présente délibération du Conseil d'administration et ses éventuelles annexes sont publiées sur le site internet de l'Université de Strasbourg.

Fait à Strasbourg, le 21 décembre 2021

La Directrice générale des services



Valérie GIBERT



**OPEN SOCIETY
FOUNDATIONS**



UNIVERSITÉ DE STRASBOURG

**Agreement on Co-operation in a Jointly Funded Scholarship Program
Civil Society Leadership Awards**

Between
Open Society Foundation London
and
University of Strasbourg

Contract No.: 00717744.0

For academic year 2021-2023

1. **Open Society Foundation London** of 4th Floor Herbal House, 8 Back Hill, Farringdon London EC1R 5EN, a company registered in England and Wales with company number 10187396; ("OSF");

and

(1) **University of Strasbourg**, of rue Blaise Pascal, CS 90032, F-67081 Strasbourg, France ("the University");

each a "Party" and together "the Parties".

The Parties have concluded the following Agreement on Cooperation in a Jointly Funded Scholarship Program:

1. The Scheme

- 1.1. The University and OSF have agreed to collaborate in funding and providing a scheme of scholarships for students from selected countries wishing to study at postgraduate level ("the Scheme").
- 1.2. The scholarships will be tenable at the **Institute of Translators, Interpreters and International Relations, University of Strasbourg** in France and will be known as the Civil Society Leadership Awards ("CSLA"). This document sets out the operation and details of this jointly-funded scholarship scheme.
- 1.3. On behalf of the French government, the Scheme is administered by Campus France and the operation of the Scheme is dependent upon Campus France's ongoing co-operation. Each party agrees to notify the other should there be any relevant change in their respective relationship with Campus France. Arrangements as between the Parties and Campus France are outside the scope of this Agreement.
- 1.4. On behalf of the University, the Scheme will be administered by Jean-Yves Bassole, Director of the Institute of Translators, Interpreters and International Relations at the University.

- 1.5. On behalf of OSF, the Scheme will be managed and coordinated by the OSF Scholarships Program.
- 1.6. OSF will facilitate contact with other entities within the Open Society Foundations (“OSF entities”) and independent Educational Advising Centers (“EACs”) operated with the support of Open Society Foundations during the administration of the Scheme. The EACs shall cooperate with OSF in the performance of its obligations. All contact and coordination with OSF entities and the EACs regarding the costs they incur and other matters related to administering the Scheme shall be handled by OSF.
- 1.7. OSF at its sole discretion reserves the right to assign obligations arising from the present Agreement to entities within the Open Society Foundations without any further notice being required for the assignment to take effect.
- 1.8. The Scheme and this Agreement will run from 1 September 2021. Individual students benefitting from the Scheme may extend their period of study, further to clause 4.6. This Agreement shall terminate when all students benefitting from this Agreement cease to benefit from the Scheme (the “Term”).

2. Objectives

- 2.1. The Scheme will comply with the objectives of OSF and the University, which include to:
 - provide opportunities for post-graduate study in France for students who demonstrate both academic and professional excellence and the potential to become civil society leaders, decision-makers and opinion-formers in their own countries;
 - provide students with the highest standard of education and pastoral care;
 - provide students with professional development opportunities and resources to support individual growth;
 - bolster the capacity of the selected countries by providing quality instruction in the field of Social Science and Humanities, and to create a network of students from these countries with colleagues in France and their CSLA fellow students to enhance the international exchange of ideas and academic good practice; and
 - further the Parties’ strategic priorities including academic excellence, good governance, and respect for the rule of law.
- 2.2. The jointly-funded CSLA program will offer academic opportunities to students from participating countries to pursue advanced degrees at the University and will cluster grantees around Social Sciences and Humanities to build cohorts of graduates and professors with a common frame of reference, which will generate international and intra-regional connections into the future.
- 2.3. Funding from each Party will only be used to further the objectives set out above.

3. Obligations of the Parties

- 3.1. The Parties will have the following obligations and responsibilities:
 - 3.1.1 The University shall:
 - provide university faculty/administrators to participate in selection and interviews, where possible;

- participate in preparation and dissemination of application forms;
- place adverts on its website;
- negotiate placements for students with the relevant University departments;
- ensure that the selected students are enrolled onto the courses they have chosen;
- organise any additional trainings/internships tied to course requirements;
- arrange and ensure payments to students throughout the Scholarship term;
- arrange, if required, in-session English or French language courses;
- monitor the academic development of the students;
- proactively manage any extensions to a student's period of study in close collaboration with OSF;
- invoice OSF for payments; and
- inform CSLA grantees about any compliance obligations under relevant laws and regulations, for example in relation to taxation or social security.

3.1.2 OSF shall (where possible with scholarship coordinators at the national foundations and EACs of the selected countries):

- prepare and disseminate application forms and guidance notes;
- organize in country advertising and recruitment campaigns for the Scheme;
- provide information for the websites of the parties;
- arrange informational sessions, supply application materials;
- gather and collate applications;
- organise CSLA pre-selection;
- facilitate completion of graduate application forms by those pre-selected;
- organise interview trips; ensure OSF representation in an interview team;
- organise TOEFL/IELTS/GRE or French testing;
- coordinate program enhancement activities and serve to connect students to other higher education initiatives of the Open Society Foundations;
- arrange the students' Summer School
- provide payments to the University; and
- alumni follow-up.

4. Eligibility for Awards

4.1. The Scheme offers one Master's degree scholarship to be awarded for candidates from the following 22 selected countries: Afghanistan, Azerbaijan, Belarus, Burma, Cambodia, China, Democratic Republic of Congo, Egypt, Ethiopia, Equatorial Guinea, Eritrea, Laos, Libya, Malaysia, Republic of Congo, South Sudan, Sudan, Syria, Tajikistan, Thailand, Turkmenistan, and Uzbekistan and any other countries that the parties shall agree in writing.

4.2. Scholarship awards will be made with no country quotas and on the basis of open and merit-based competition. There is no express or implied undertaking that the maximum number of awards will be taken up. The number of awards taken up will depend on the relevant criteria and objectives for the Scholarships being met.

4.3. The awards are to enable suitably qualified candidates to pursue Master's degree program in International Relations.

4.4. Eligible candidates must:

- Be a citizen and resident of an eligible country;
- Demonstrate maturity, flexibility and civil society leadership potential;

- Have excellent academic records and an earned bachelor's degree before applying;
- Have an adequate standard of English or French, as defined and required by the University for studies at which the awards are given;
- Meet the University's academic admission criteria;
- Be able to participate in an intensive academic writing programme
- Be able to receive and maintain a visa or study permit as required by France; and
- Demonstrate a clear commitment to return to his/her home country or region to continue supporting open society development.

The Scheme does not discriminate on the basis of age, race, gender, sexual orientation, religion, or disability.

- 4.5. The Parties shall arrange for students who are selected for the Scheme to enter into an award letter with the University and a grant letter with OSF which will include the full terms and conditions of the scholarship awarded in a form that accurately reflects the terms of this Agreement.
- 4.6. The University shall inform OSF of any request from a student to extend their period of study and the University shall only approve the student's request with OSF's agreement.

5. Costs and payments

- 5.1. The Parties agree to share the costs of each award. Details of the award components and Parties' contributions are set out in Annex B and C, which identify the direct and indirect costs to be met by each Party.
- 5.2. Each Party will meet on its own behalf the costs identified in Annex C as direct costs.
- 5.3. The University will invoice OSF for any costs it incurs on behalf of OSF (as set out in Annex C) within the calendar year that cost is incurred. OSF shall pay the invoice within 30 days of receipt.
- 5.4. The award provides no financial assistance for family members of students or overstaying in France after the academic program for any reason.

6. Reports and final accounts

- 6.1. The University and OSF will keep detailed expense records for all the students funded under the Scheme.
- 6.2. The University will also provide a final financial report by July 2022 on the implementation of the Scheme.
- 6.3. Any funds paid by OSF to the University under this Agreement, which remain unspent under the Scheme, shall be returned to OSF or may be otherwise disposed of with the prior written consent of OSF.

7. Indemnity and Liability

- 7.1. The Parties will each indemnify the other from and against all claims, costs, loss, liabilities, and demands whatsoever suffered (unless due to negligence by the claiming party) including

claims by employees of the Parties, which arise out of the act, default or negligence of the other party, its agents or sub-contractors in relation to this Agreement.

7.2. Except in respect of death or personal injury caused by a Party's negligence, neither Party shall be liable to the other in respect of any loss of profit, loss of business, loss of revenue, loss of anticipated savings or loss of use or value or any indirect special or consequential loss however arising including by reason of any representation (unless fraudulent).

7.3. Except in respect of death or personal injury caused by the negligence of a Party (for which no limitation applies), the entire liability of each Party under or in connection with this Agreement shall not exceed the amount committed by each Party under the terms of this Agreement.

8. Confidentiality

The contents of this Agreement and all information of each Party relating to the Scheme shall not be disclosed to any third party other than to a party's professional advisers or as may be required by law or as may be agreed between the Parties. This clause shall not extend to information which was already in the lawful possession of a Party prior to this Agreement or which is already public knowledge or becomes so subsequently (other than as a result of a breach of this clause). The obligations of confidentiality under this clause shall survive any termination of this Agreement.

9. Data Protection

9.1. The following definitions apply in this clause 9:

"Agreed Purposes" shall have the meaning given to it in clause 9.4;

"controller", "personal data", "personal data breach", "processor", "process/processing/ processed" and "special category personal data" shall have the meanings given to them in the GDPR;

"Data Protection Laws" means: (i) the GDPR; (ii) either the Privacy and Electronic Communications (EC Directive) Regulations 2003 or the EU ePrivacy Regulation whichever is in force in the UK at the relevant time (including any relevant implementing legislation); and (iii) all other applicable laws and regulations relating to the processing of personal data and privacy, including (but not limited to) the Data Protection Act 2018, statutory instruments, all as amended, extended, re-enacted or replaced from time to time;

"GDPR" means the General Data Protection Regulation (EU) 2016/679;

"Shared Personal Data"

the personal data and special category personal data to be shared between the Parties in connection with this Agreement.

Shared Personal Data

9.2. The following types of personal data about students will be shared between the Parties during the term of this Agreement:

- identity information, including name, gender, nationality and date of birth;
- contact information, including email address, postal address and telephone number;
- payment information;
- education and employment information, and any other information included in an application to the CSLA program;
- information retained about students as alumni of the CSLA program;
- information about the performance and experience of students on the CSLA program; and/ or
- information about students' (including prospective students') health/ medical conditions and/ or racial/ ethnic background.

9.3. The Parties agree and acknowledge that, in respect of the activities under this Agreement, the Parties are independent controllers of Shared Personal Data and that the relationship between them pursuant to this Agreement is not intended to constitute that between a controller and a processor.

Purposes

9.4. The Parties shall only process Shared Personal Data for the following purposes:

- to administer applications to and select students for the CSLA program;
- to administer and deliver the CSLA program, including enrolling students onto courses and (in the case of the University) running those courses and to administer grant payments including processing fees and expenses;
- for the University to report back to OSF on the performance and experience of students involved in the CSLA program on request;
- to address any claim, complaint or query in relation to the CSLA program; and/ or
- to comply with legal and regulatory obligations or where otherwise required by law or to defend their (or a third party's) legal rights.

9.5. The Parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in clause 9.4 (the "Agreed Purposes").

Compliance with Data Protection Laws

9.6. To the extent that they process Shared Personal Data, each Party will:

- comply with its obligations under the Data Protection Laws, and not perform its obligations under this Agreement in such a way as to cause the other Party to breach any of its obligations under the Data Protection Laws;

- co-operate with each other to ensure as far as reasonably possible that each Party is able to perform its obligations under the Data Protection Laws;
- make available to the relevant student a privacy notice informing the student of the identity of the controller, the identity of any data protection representative it may have appointed, the purpose or purposes for which their personal data will be processed and any other information which is necessary having regard to the specific circumstances in which the personal data is, or is to be, processed to enable processing in respect of student to be fair (including the fact that the personal data may be shared with the other Party).

Data subjects' rights

9.7. Should any request be made by a student to exercise a right/ rights under the Data Protection Laws:

- any such request will be dealt with by the Party who receives the request; and
- the Parties will cooperate in good faith to ensure that such a request is responded to and/ or complied with by the appropriate Party and in compliance with the Data Protection Laws.

Personal data breaches

9.8. Each Party will implement appropriate technical and organizational measures to safeguard Shared Personal Data against personal data breaches, and such measures shall be proportionate to the harm which might result from any such personal data breach and having regard to the nature of the Shared Personal Data in question.

9.9. If a personal data breach occurs affecting Shared Personal Data, the Party which discovers and/or is responsible for the personal data breach shall, promptly on becoming aware of the personal data breach, notify the other Party in writing. Such notification shall include a full description of:

- the nature of the personal data breach including details of the Shared Personal Data and data subjects affected;
- the likely consequences of the personal data breach; and
- the measures taken or proposed to be taken by the responsible Party to address the personal data breach, including, where appropriate, measures to contain the personal data breach and mitigate its possible adverse effects.

9.10. If a personal data breach occurs affecting Shared Personal Data, the Parties will cooperate in good faith to ensure that the personal data breach is dealt with appropriately and in compliance with the Data Protection Laws, including (among other things and as appropriate) timely notification to the Information Commissioner's Office and/ or other relevant data protection authorities, and communication of the personal data breach to affected data subjects

9.11. Any breach of this clause 9 by either party shall be deemed a material breach of this Agreement by the other party if the breach cannot be rectified immediately and to the satisfaction of the parties. Under these circumstances the other party shall be entitled to terminate the Agreement.

10. Renewal and Extension

This Agreement may be renewed for another academic year or extended for a shorter time period upon written agreement between the Parties. Any such renewal or extension shall be

requested and agreed by the Parties by the 31 August in the calendar year before the relevant academic year.

11. Amendment

The terms of this Agreement may only be amended by written agreement, signed by both of the Parties.

12. Settlement of disputes

If any dispute arises in connection with this Agreement, either Party may provide the other Party with details in writing and request a meeting between appropriate representatives, who shall endeavour to resolve the matters in dispute as soon as possible. In the absence of such resolution, the Parties shall seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both Parties). Unless otherwise agreed, the Parties shall bear the costs and expenses of the mediation equally.

13. Force Majeure

13.1 Neither Party shall be liable for any delay in performing any of its obligations under this contract if such delay is caused by a Force Majeure Event.

13.2 A Party experiencing a Force Majeure Event shall give the other Party full particulars of the circumstances and use all reasonable endeavours to resume performance as soon as possible. For the purposes of this clause a Force Majeure event is any event or circumstance beyond the control of a Party including acts of war, acts of god, government action, riot and civil commotion but excluding labour dispute by a Party's own staff, failure by any sub-contractor which has not itself suffered such an event or circumstance and any other event or circumstance that would have been avoided by the affected Party acting with reasonable prudence and diligence.

14. No Partnership or Agency

Nothing in this Agreement is intended to nor shall create any partnerships, joint venture or agency, the Parties being with respect to one another independent contractors.

15. Waiver

The waiver, delay, partial exercise or failure by a Party to exercise any right or remedy under this Agreement or by law shall not be construed as a waiver of that Party's rights or remedy nor shall it preclude or restrict its further exercise, and the other Party's obligations in respect of such future performance shall continue in full force and extent.

16. Severance

Any illegality and/or unenforceability of any part of this Agreement shall not affect the legality or enforceability of the remainder of this Agreement.

17. Counterparts

This Agreement may be executed in counterparts (but shall not be effective until each Party has executed at least one counterpart), each of which, when executed, shall be an original and which together shall have the same effect as if each Party had executed the same document.

18. Third Party Rights

This Agreement does not (and does not purport to) confer any rights on any person who is not a Party to this Agreement.

19. Governing Law


This Agreement is governed by and shall be construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

20. Entire Agreement

This Agreement is the entire agreement between the Parties.

Please acknowledge your acceptance of the terms of this Agreement by signing below where indicated.





Mr Michel Deneken
President of the University of Strasbourg

Date: 06/10/21



Sarah Payne
Senior Legal Counsel
Open Society Foundation London

Date: 12/09/21

Annex A

Security Measures to be adopted by the University in its capacity as Data Processor

1. The Data Processor will ensure that in respect of all personal data it receives from or processes on behalf of the Data Controller it maintains security measures to a standard appropriate to:
 - 1.1. the risk to the rights and freedoms of the data subjects that might result from unlawful or unauthorised processing or accidental loss, alteration, disclosure, damage or destruction of the Personal Data; and
 - 1.2. the nature of the personal data.
2. The Data Processor will maintain data security by protecting the confidentiality, integrity, availability and resilience of the Personal Data, where:
 - (a) “confidentiality” means that only individuals who are authorised to use the Personal Data can access it;
 - (b) “integrity” means that the Personal Data should be accurate and suitable for the purpose for which it is processed;
 - (c) “availability” means that data subjects should be able to access the data where required; and
 - (d) “resilience” means that the Personal Data should be processed in accordance with the standards set out in this Schedule.
3. In particular the Data Processor shall:
 - 3.1. have in place and comply with a security policy which:
 - 3.1.1. defines security needs based on a risk assessment;
 - 3.1.2. allocates responsibility for implementing the policy to a specific individual or
 - 3.1.3. is provided to the Data Controller on or before the commencement of this Agreement;
 - 3.1.4. is disseminated to all relevant staff; and
 - 3.1.5. provides a mechanism for feedback and review.
 - 3.2. ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the personal data in accordance with best industry practice;

- 3.3. prevent unauthorised access to the Personal Data;
- 3.4. ensure its storage of personal data conforms with best industry practice such that the media on which personal data is recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to personal data is monitored and controlled;
- 3.5. have secure methods in place for the transfer of personal data whether in physical form (for instance, by using couriers rather than post) or electronic form (for instance, by using encryption or pseudonymisation);
- 3.6. put password protection on computer systems on which personal data is stored and ensure that only authorised personnel are given details of the password;
- 3.7. take reasonable steps to ensure the reliability of any employees or other individuals who have access to the personal data; members of staff;
- 3.8. ensure that any employees or other individuals required to access the personal data are informed of the confidential nature of the personal data and comply with the obligations set out in this Agreement;
- 3.9. ensure that none of the employees or other individuals who have access to the personal data publish, disclose any of the personal data to any third party unless directed in writing to do so by the Data Controller;
- 3.10. have in place methods for detecting and dealing with breaches of security (including loss, damage or destruction of personal data) including having a proper procedure in place for investigating and remedying breaches of the data protection principles contained in the Legislation;
- 3.11. providing the Data Controller with all assistance reasonably required to allow the Data Controller to notify the ICO and/or a data subject of a breach where the Data Controller determines that it is required under the Legislation;
- 3.12. have a secure procedure for backing up and storing back-ups separately from originals; and
- 3.13. have an appropriate system in place to ensure that access to the Personal Data can be restored in a timely manner in the event of any physical or technical incident;
- 3.14. implement an effective system of regularly testing, assessing and evaluating the effectiveness of the measures used to ensure the security of the processing carried out under this Agreement; and
- 3.15. have a secure method of disposal unwanted personal data including for back-ups, disks, print outs and redundant equipment.

Annex B

OSF Civil Society Leadership Awards Division of costs

1. Participants

Open Society Foundation London (OSF)
Campus France (by separate Agreement with OSF)
University of Strasbourg

2. Period of scheme

French academic period 2021-2023

3. Maximum number of annual awards: one

4. Maximum annual amount of each award

50,652.59 € for a two-year degree program (OSF's total contribution)

5. Percentage Contributions of Participants:

Campus France	Governmental status (BGF)
University of Strasbourg	50% waiver of tuition fee and language classes
Open Society Foundations	100% of remaining costs

6. Maximum annual contributions of each Participant

(max. number of awards 1 max cost)

Campus France	BGF costs
University of Strasbourg	4,600 €
OSF	4,600 € paid to University of Strasbourg
Total	9,200 € + other OSF costs+ BGF Costs

7. Costs (not shared between the co-funders)

Each Party's admin

8. Specified courses of study:

- **Master's degree in Languages & Societies: Common core in International Relations** at the l'Institut de traducteurs, d'interprètes et de relations internationales de l'Université de Strasbourg (ITIRI)

Annex C
AWARD COMPONENTS
OSF Civil Society Leadership Awards
University of Strasbourg

ACADEMIC YEAR TO WHICH THIS ANNEX APPLIES: 2021-2023

For the avoidance of doubt in the event of renewal in accordance with clause 10 of the Agreement, this annex shall also be reviewed.

Description of Cost	Strasbourg contribution	OSF to Strasbourg
University of Strasbourg – 50% waiver of Tuition Fee and language classes (<i>OSF direct costs paid to Strasbourg</i>)		
4500€ for 2021-2022 academic year for Nicole Munganga Ndolako	2,250€	2,250 €
4700€ for 2022-23 academic year for Nicole Munganga Ndolako	2,350 €	2,350 €
TOTALS:	4,600.00 €	4,600.00 €

In addition to the costs set out above, OSF may also make additional payments directly to candidates and/or finalists to meet the costs of reasonable adjustments to make sure that candidates and/or finalists with disabilities, or physical or mental health conditions, are not substantially disadvantaged when undertaking the selection process and/or their scholarships.

Should a candidate or finalist disclose a disability or physical or mental health condition to OSF, OSF shall (with the candidate or finalist's consent) liaise with the University as to the level of support that the University is already providing and take reasonable steps to ensure that it supplements but does not duplicate that provision.