

DÉLIBÉRATION

Conseil d'administration

Séance du 6 juillet 2021

Délibération
n°109-2021
Point 4.8.6.9

Point 4.8.6.9 de l'ordre du jour

Création du Diplôme d'Université « Pan-european executive Master of Business Administration » - Faculté des sciences économiques et de gestion

EXPOSE DES MOTIFS :

Il est proposé aux membres du CA de se prononcer sur la création du Diplôme d'Université « Pan-european executive Master of Business Administration » à compter de la rentrée 2021/2022.

La création de ce MBA répond à plusieurs prémisses :

- L'enseignement à distance est devenu une réalité pour toutes les universités en France. Or, dans le domaine spécifique du management, certains acteurs privés bénéficient d'une longueur d'avance et présentent une très grande variété de formations dans un contexte international de haute qualité. Bien que l'Université de Strasbourg et la Faculté des sciences économiques et de gestion aient fait des progrès considérables depuis le premier confinement, notre offre de formation en ligne en économie-gestion n'est pas en mesure de résister à la concurrence des grands ensembles qui se sont créés. Ce mouvement de consolidation de la formation distancielle en économie-gestion a d'ailleurs été mis en lumière par les différentes études réalisées dans le cadre de l'index EAD ou du récent projet DÉPHY. Aucune université n'est à même de transformer instantanément toutes ses formations en formations en ligne de haute qualité. C'est pourquoi des composantes de différentes universités forment des partenariats/ alliances/ consortiums où chacune propose quelques UE pour lesquelles elles ont une maîtrise particulière notamment car elles sont adossées à une recherche de pointe. La mise en commun des UE permet aux étudiants d'obtenir le diplôme.

Depuis de nombreuses années, la Faculté des sciences économiques et de gestion souhaite développer son offre de formation vers les cadres. Or, le diplôme MBA est un diplôme très concurrentiel et elle n'est pas en mesure de porter seule une offre complète dans un contexte international en forte concurrence.

Il s'agit de proposer une offre complète de MBA, dans un premier temps en ligne, puis en fonction de l'évolution de la situation sanitaire, avec des UE offertes localement.

Le projet est l'aboutissement de plusieurs années d'échanges avec les institutions partenaires (échanges Erasmus depuis plusieurs années avec l'université d'York, participation aux enseignements et échanges recherche avec le City College depuis 3 ans). Ces années de collaboration ont permis d'assurer de la qualité des formations et du sérieux des partenaires. De plus, la FSEG mène des études sur ce sujet depuis quelques années¹.

Le public visé par le MBA concerne principalement des étudiants étrangers qui ne correspondent pas aux bassins classiques de recrutement des masters de la faculté (ni des programmes similaires dispensés par d'autres composantes de l'université).

Le 15 juin 2021, la Commission de la formation et de la vie universitaire a approuvé à l'unanimité, par 29 voix pour.

Délibération :

Le Conseil d'administration de l'Université de Strasbourg approuve la création du Diplôme d'Université « Pan-european executive Master of Business Administration » - Faculté des sciences économiques et de gestion.

Résultat du vote :


Nombre de membres en exercice	37
Nombre de votants	33
Nombre de voix pour	31
Nombre de voix contre	0
Nombre d'abstentions	2
Ne participe pas au vote	0

Destinataires :

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

Fait à Strasbourg, le 8 juillet 2021

La Directrice générale des services



Valérie GIBERT

¹ Voir la thèse de Vincent Lecorche sous la direction de Véronique Schaeffer et Thierry Burger-Helmchen, et plus particulièrement la publication « La place de la formation à l'entrepreneuriat dans les programmes de MBA : une analyse lexicométrique des outils de communication » (Lecorche et Schaeffer, 2020).

Ouverture du

DU - Pan-European Executive Master of Business Administration (MBA)

Intitulé : Master of Business Administration (MBA)

Parcours :

1. MBA in General Management

2. MBA in Marketing

3. MBA in Finance

4. MBA in Logistics

5. MBA in Human Resource Management

6. MBA in Healthcare Management

pour **2021/2022**

A faire parvenir par le directeur de composante, copie au responsable administratif de composante

à la DES : des-appui@unistra.fr, à Mme Bergmann (pascale.bergmann@unistra.fr), au Service de formation continue, le cas échéant : dominique.schlaefli@unistra.fr

I. Nature de la demande

S'agit-il : d'une création OU d'une modification de formation

Date d'approbation par le Conseil de composante : 09/04/2021

II. Exposé des motifs de la création

La faculté des sciences économiques et de gestion souhaite créer un diplôme de MBA (Master of Business Administration). Cette demande s'établit parallèlement à une participation au sein d'un réseau d'instituts proposant déjà des formations en MBA. Ce réseau est constitué de l'université de York et du City College de Thessalonique qui souhaitent combiner leur savoir-faire afin de proposer une offre complète de MBA, dans un premier temps en ligne, puis en fonction de l'évolution de la situation sanitaire, avec des UE offertes localement.

A – Présentation générale des objectifs de la formation

Le MBA est une formation qui s'adresse aux cadres d'organisations modernes de tout type, qu'elles soient à but lucratif ou non, industrielles ou de services, spécialisées en B to B ou B to C, locales ou mondiales. Toutes ces organisations doivent faire face à une concurrence accrue. Pour survivre, elles sont tenues de proposer des produits ou des services de grande valeur à leurs clients. Elles doivent agir dans un environnement en évolution rapide tout en restant efficaces.

La formation de MBA répond à ces exigences et procure aux étudiants des compétences opérationnelles et stratégiques qui s'appuient sur les travaux académiques de premier plan les plus récents.

Le MBA est une formation pour les cadres, elle est internationalement reconnue. Cette formation est conçue pour développer chez les étudiants à la fois des compétences opérationnelles et une compréhension fine de la pensée

académique actuelle en sciences économiques et en sciences de gestion. Les compétences sont développées d'une part dans les domaines relatifs aux missions générales des managers et dans divers domaines de spécialisation. Les enseignements sont dits socratiques, basés sur des cas réels qui permettent l'échange entre les étudiants et les enseignants.

Ainsi le programme présente les sciences économiques et les sciences de gestion d'un point de vue opérationnel et stratégique et couvre toutes les fonctions essentielles des organisations modernes. En complément d'un tronc général, les étudiants choisissent des options dans les grands domaines fonctionnels tels que la Finance, le Marketing, les Ressources Humaines, la logistique ou le management des organismes de santé.

L'objectif du MBA est de permettre aux étudiants:

- D'acquérir des connaissances et des compétences relatives à la compréhension des organisations, leur management et l'environnement économique international ;
- De développer des compétences personnelles et professionnelles dans le but de stimuler une progression de carrière, incluant le travail en équipe, l'autoévaluation et la communication sous diverses formes ;
- D'accroître leur capacité à décrire et analyser des situations stratégiques complexes ;
- De les aider à développer un ensemble d'options stratégiques adaptées aux situations étudiées et de leur donner les compétences pour opérationnaliser ces options ;
- D'améliorer leurs compétences managériales, leadership et sens des responsabilités.

B – Débouchés / Poursuites d'études

Les emplois visés sont des emplois de cadre. Il convient de préciser que de nombreux étudiants sont déjà en activité lorsqu'ils intègrent cette formation, la question de leur emploi ne se pose pas. Le MBA est un accélérateur de carrière.

Nous avons interrogé des entreprises du Grand Est concernant la création de cette formation diplômante et avons déjà reçu des réponses de plusieurs grands groupes (Hager, Socomec...) qui y sont favorables. Ces entreprises apprécient en particulier que la formation puisse, dans un futur proche et dès que la situation sanitaire le permettra, suivre des modules à Strasbourg et mixer leurs cadres avec des étudiants provenant des pays listés précédemment.

C – Volume du marché du travail ciblé / de la poursuite d'étude visée

Le recrutement est international. Dans le cadre de notre accord avec les partenaires pédagogiques de ce MBA, nous visons initialement des étudiants venant d'Europe du Sud-Est (Grèce, Bulgarie, Macédoine, Albanie, Serbie, Monténégro, Roumanie, Kosovo, Turquie, Chypre, Albanie) ainsi que de la région du Caucase (Arménie, Géorgie et Azerbaïdjan). En parallèle nous souhaitons développer un recrutement local et transfrontaliers.

La formation existant déjà, nous connaissons le nombre d'étudiants, de l'ordre de 120 étudiants par année.

Il s'agit d'un diplôme terminal, il n'y a pas de poursuite d'étude spécifique. Les candidats qui montrent une appétence et des prédispositions pour des questions de recherche pourraient être amenés à continuer en thèse ou DBA.

D – Place dans l'offre de formation de l'Unistra

Les masters de la faculté des sciences économiques et de gestion sont proposés en formations initiales ou continues principalement pour des étudiants issus en majeure partie de nos licences ou de formations analogues en France. Le présent diplôme s'adresse à un public essentiellement international et disposant déjà de plusieurs années d'expérience.

L'objectif est de former des cadres dirigeants aux fonctions de manager dans un cadre international. La formation passera par l'acquisition d'outils et de connaissances nécessaires à l'exercice de responsabilités élargies.

Le public visé et les spécificités de la formation font qu'il n'y a pas de risque de cannibalisation par rapport aux diplômes de la faculté des sciences économiques ou d'autres composantes de l'université de Strasbourg.

Cette formation permettrait la mise en exergue de compétences propres à Strasbourg en innovation et gestion de la créativité et en politiques européennes. Les enseignants, tous attachés au laboratoire BETA, sont reconnus pour leurs compétences dans ce domaine. Des liens avec les ITI sont également envisagés avec le développement d'une spécialité portée par Strasbourg sur le management en Europe. Cette spécialité prendra appui en partie sur l'ITI Makers - Make Europe. D'autre part, les enseignants du BETA qui participent aux ITI Healthtech et Neurostra pourront être amenés à intervenir dans le MBA spécialité santé.

E – Formations analogues

En France et plus généralement en Europe, les formations de type MBA sont essentiellement proposées par des écoles de commerce. Peu d'universités ont la capacité de proposer une formation de ce type (en France seul l'IAE d'Aix-en-Provence jouit d'une renommée dans ce domaine), les autres MBA sont proposés en France par HEC Paris, INSEAD, EM Lyon, EDHEC...

C'est justement en prenant compte cette spécificité que la FSEG a choisi de ne pas proposer seule le MBA mais de s'insérer dans un regroupement d'instituts pour développer une offre internationale de qualité.

F – Durée de la formation

Durée du cursus : 26 mois (2 ans de cours et les étudiants disposent de 2 mois supplémentaires pour rendre leur mémoire)

Heures en présentiel : 360h (192 en année 1+ 168 en année 2).

III. Composante de rattachement : **Faculté des sciences économiques et de gestion**

A - Composantes ou services associées : Bureau d'économie théorique et appliquée

B - Universités partenaires

- Université de YORK.

Le diplôme est construit en partenariat avec cette université, l'unistra est porteuse de son DU (la convention est jointe au dossier de création de formation, cette convention vient compléter un partenariat avec l'université de YORK dans le cadre Erasmus avec laquelle nous avons une collaboration depuis 2005).

C - Autres partenariats

- City College Thessalonique

Organisation de formation /voir convention tripartite jointe

- **Raison sociale, adresse (responsable)** : 24, Proxenou Koromila Street v546 26 Thessaloniki, Greece (Yannis Ververidis).
- **Résumé des modalités de partenariat** : L'intégralité de la convention tripartite est jointe au dossier en annexe

Cette convention entre la Faculté des sciences économiques et de gestion, l'université d'York (UK) et le City College (GR) a pour but la création et la mise en œuvre d'un programme de MBA. La création du double programme relatif à l'accord de coopération qui s'inscrit dans le cadre d'une coopération dans le domaine des sciences économiques et de gestion prend place dans un contexte favorable considérant :

- le développement des formations à distance
- les collaborations antérieures qui existent au niveau de la recherche entre le BETA et les chercheurs du City College

- les collaborations antérieures qui existent au niveau de l'enseignement entre la FSEG et l'université d'York (et plus généralement entre l'université de Strasbourg et l'université d'York)
- les compétences du City College dans ce domaine (30 ans d'expérience, +10.000 étudiants diplômés)
- le souhait de développement de la FSEG et notamment son internationalisation croissante
- le caractère internationale des formations MBA
- les compétences du City College et de l'université d'York en matière d'accréditation internationale, et en particulier dans l'accréditation AMBA.
- les nombreuses possibilités de développements futurs de cet accord de collaboration, par rapport à d'autres diplômes de la faculté des sciences économiques et de gestion mais aussi d'autres composantes de l'université de Strasbourg avec lesquelles des échanges ont déjà été engagés.

L'accord de coopération formalise la collaboration entre les trois entités pour la mise en œuvre d'un programme de MBA.

- Les trois parties travailleront ensemble pour concevoir le programme qui s'organise sur une durée de deux ans.
- Les étudiants sont inscrits en tant qu'étudiants à temps plein du programme. Une fois que les conditions d'obtention du diplôme sont remplies, les étudiants obtiendront un diplôme de l'université d'York, un certificat du City College et un DU de l'université de Strasbourg.
- Les enseignements sont dispensés en Anglais (y compris les travaux écrits et oraux). Pendant la durée de la coopération, l'évaluation formelle et la gestion quotidienne se dérouleront en anglais.
- Les parties reconnaissent et conviennent que chaque partie est soumise à ses statuts, codes, lois, règlements et autres lois applicables, y compris, mais sans s'y limiter, la législation régissant le recrutement, les programmes éducatifs et la coopération internationale. Chaque partie informera l'autre partie des lois applicables pour lesquelles elle requiert la coopération de l'autre partie.

Chaque partie est :

- Responsable de l'avancement des discussions avec les autres parties concernant la configuration du programme, la méthodologie d'enseignement, la gestion du programme et les problèmes des étudiants.
- Responsable du conseil et de l'assistance aux autres parties pour la planification de la mise en œuvre du programme.
- Responsable des enseignants et de la fourniture des manuels pour les cours du programme, de la recommandation du matériel pédagogique ou des livres de référence, et la définition des méthodes et des normes d'évaluation des programmes pour les UE dont elle est en charge.
- Responsable de l'assistance et autres services aux étudiants pour l'ensemble des cours qui relève de son périmètre.
- Responsable de la désignation des personnels qui œuvreront à la satisfaction de ses obligations en vertu du présent accord.
- Responsable de permettre aux enseignants-chercheurs concernés de participer à des activités scientifiques des autres partenaires.
- Responsable de ne pas divulguer d'informations aux médias, de ne pas faire d'annonces publiques, ni de publier des informations relatives à ce programme qui peuvent affecter les Intérêts des autres parties sans consentement écrit (sauf si la loi applicable l'exige). Chaque partie déploiera des efforts raisonnables pour informer les autres parties à l'avance de toute divulgation ou publication d'informations.
- Responsable d'informer les autres parties de toute information pertinente relative aux enseignements dont elle est en charge.
- Responsable d'octroyer le diplôme dont il a la charge aux étudiants qui satisferont aux normes de validation du programme.

City college prend en charge le paiement des heures d'enseignement aux enseignants et prend en charge l'ensemble des frais de déplacement et d'hébergement afin que les enseignants puissent se déplacer en fonction des besoins du programme.

Gouvernance. Les parties établiront un comité de gestion conjoint pour assurer une gestion efficace du programme.

Comité de gestion conjoint (Joint Management Committee) :

- Chaque partie nommera 2 membres pour constituer le comité de gestion conjoint d'un total de six membres. Une partie peut modifier ses nominations moyennant un avis écrit (y compris par courrier électronique) à l'autre partie.
- Le comité de gestion conjoint se réunira au moins deux fois par an. La participation à ces assemblées annuelles peut avoir lieu par vidéoconférence ou par tout autre moyen électronique si nécessaire. Entre autres sujets, le Comité de gestion conjoint examinera le programme à chaque réunion annuelle et discutera de la manière de l'améliorer. Les parties conviendront de la date et de l'heure de chaque assemblée annuelle, et chacune des assemblées annuelles doit avoir lieu avant que tout étudiant soit recruté ou inscrit au programme pour la prochaine année universitaire. Les Parties seront responsables de leurs propres coûts associés à chaque réunion annuelle et établiront ce budget respectivement à l'avance.
- En amont de ces réunions, chaque entité organisera localement un comité de perfectionnement auquel participeront les représentants étudiants et les représentants des entreprises.
- Une Assemblée Extraordinaire pourra être organisée par voie électronique en cas de problèmes qui ne pourraient attendre.

Le comité est responsable de :

- L'élaboration, de la mise en œuvre et de l'ajustement éventuel du programme.
- L'évaluation et de la supervision de la qualité de l'enseignement.
- La détermination des critères d'admission des étudiants et la sélection des étudiants
- La fixation du nombre minimal d'étudiants (pour le MBA et par spécialité) pour en accepter l'ouverture
- Responsable de tous les aspects de gestion, d'administration et financiers du programme de double diplôme.

IV. Responsables de la formation pour l'Université de Strasbourg

- **Prénom, Nom** : Thierry BURGER-HELMCHEN
- **Grade** : Professeur
- **CNU** : 06
- **Adresse** : Faculté des sciences économiques et de gestion, Bureau A229, 61 avenue de la forêt noire, 67085 Strasbourg
- **Téléphone** : 06.76.00.56.59
- **Email** : burger@unistra.fr

- **Prénom, Nom** : Moïse SIDIROPOULOS
- **Grade** : Professeur
- **CNU** : 05
- **Adresse** : Faculté des sciences économiques et de gestion, 61 avenue de la forêt noire, 67085 Strasbourg
- **Téléphone** : 03.68.85.20.70
- **Email** : sidiro@unistra.fr

V. Conditions d'**admission** et **public** concerné

Mode de recrutement / sélection

Formation accessible à un niveau bac+3, les candidats doivent avoir une première expérience en entreprise. Le 1er cycle universitaire attendu n'est pas forcément en économie - gestion, mais dans ce cas, le candidat devra faire preuve d'une expérience en entreprise significative en lien avec l'objectif du MBA.

Le bassin de recrutement est international et prioritairement destiné aux régions d'Europe du Sud Est et dans la région du Caucase. La formation pourra dans un second temps être proposée à des étudiants Français ou d'autres pays de l'Union Européenne (nous avons collecté des courriers d'intention dans ce sens de plusieurs grands groupes de l'Est de la France).

Le calendrier d'admission est fixé à mai-juin 2021 pour une inscription et un début des cours en septembre 2021.

La sélection des étudiants est réalisée de manière conjointe entre chaque partie. Chaque partie peut opposer un veto sur le recrutement d'un étudiant en particulier.

Les modifications des modalités de recrutement sont signalées au plus tard en octobre précédent la rentrée universitaire concernée.

A minima les étudiants qui candidatent doivent :

- Être titulaire d'un diplôme de premier cycle d'un établissement accrédité.
- Justifier d'un minimum de 3 à 5 ans d'expérience professionnelle
- Justifier de la qualification de la langue anglaise: IELTS (académique) avec un score global de 6,5 ou plus, avec au moins 5,5 dans chaque composant ou test TOEFL basé sur Internet (IBT) avec un score global de 88 ou plus, avec au moins 17 en écoute, 17 en écriture, 18 en lecture ou équivalent.

Effectifs prévisionnels

Effectif prévu : 120 par an (20 par spécialités).

L'effectif minimal et l'effectif maximal est déterminé chaque année par le comité de gestion conjoint. Pour l'année 2021 aucune spécialité n'ouvrira sans un minimum de 7 étudiants.

Afin de répondre aux considérations de constance des coûts souhaités par l'université de Strasbourg, cette création est accompagnée par un financement spécifique comme détaillé dans l'annexe financière.

VI. Modalités d'**évaluation** des étudiants

Les examens sont inclus dans les sessions d'enseignement. Les examens de première année sont essentiellement des examens écrits, puis, en deuxième année, les écrits classiques font place à des études de cas, des travaux en groupe, des présentations et rapports afin de reproduire au plus près le type d'activité auquel les étudiants sont confrontés en entreprise.

L'étudiant réussit l'année (le cas échéant le diplôme) si la moyenne de l'année (du diplôme) est supérieure à 10/20. Une session de rattrapage est organisée pour toutes les matières. Dans le cas de matière dont la validation initiale s'effectue sous la forme de travaux en groupe, ce travail est remplacé par un travail individuel lors de la session de rattrapage.

La description des examens par UE, les coefficients des épreuves, l'intitulé de chaque épreuve et les durées sont indiqués dans le tableau en annexe intitulé MECC MBA.

VII. Équipe pédagogique

En application de l'article L613-2, al.2, la liste des enseignants intervenants dans les diplômes d'université doit être publiée sur le site internet de l'établissement.

Enseignants universitaires Strasbourgeois

Nom et grade des enseignants-chercheurs, enseignants ou chercheurs		Section CNU (le cas échéant)	Composante ou établissement (si établissement extérieur)	Nombre d'heures assurées (HETD)	Enseignements dispensés
Nom	Grade				
Amélie BARBIER-GAUCHARD	MCF	05	Faculté des sciences économiques et de gestion	36	Business Economics
Sophie BOLLINGER	MCF	06	Faculté des sciences économiques et de gestion	36	Financial Reporting & Management Accounting
Véronique SCHAEFFER	MCF	06	Faculté des sciences économiques et de gestion	36	Open Collaboration Tools for European Business and Sustainable Society
Marion NEUKAM	MCF	06	Faculté des sciences économiques et de gestion	36	Open Collaboration Tools for European Business and Sustainable Society
André SCHMITT	MCF	06	Faculté des sciences économiques et de gestion	36	Corporate financial management
Julien PENIN	PR	05	Faculté des sciences économiques et de gestion	36	Business Economics
Moïse SIDIROPOULOS	PR	05	Faculté des sciences économiques et de gestion	36	Business Economics
Thierry BURGER-HELMCHEN	PR	06	Faculté des sciences économiques et de gestion	36	Building International Business Strategy

Autres enseignants internationaux intervenants dans le diplôme (voir annexe 3 – Syllabus)

VIII. Enseignements

Durant la première année, les étudiants suivent 8 unités communes à toutes les spécialités. En deuxième année, ils suivent également 8 unités : 5 unités communes ainsi que 2 unités propres à chaque spécialisation. La dernière unité correspond à la rédaction d'un mémoire (voir en annexe pour le détail des syllabus).

Les enseignements sont réalisés en partie en distanciel et en présentiel (selon l'évolution de la situation sanitaire).

Les compétences du tronc commun et des différentes spécialités sont présentées ci-après. Les détails des syllabus sont présentés en annexe, les tableaux suivants reprennent la structure des formations dans la langue d'enseignement (anglais)¹.

Organisation des enseignements :

Tous les étudiants passent par les sites des trois institutions. Ainsi la réunion de démarrage du MBA a lieu à l'université de York. Durant leur présence à York, les étudiants suivent un cours obligatoire et différents ateliers. Le début de la deuxième

¹ Les spécialités sont 1 = MBA en management général, 2 = Spécialisé en finance, 3 = Spécialisé en marketing, 4 = Spécialisé en management des organismes de santé, 5 = Spécialisé en logistique, 6 = Spécialisé en ressources humaines.

année de MBA est marqué par le passage à l'université de Strasbourg. Durant cette période tous les étudiants suivent une UE obligatoire. Une journée de visite dans une des entreprises partenaires de la faculté des sciences économiques et des institutions est aussi prévue. Tous les étudiants se retrouvent chaque année à Thessalonique pour les examens terminaux et/ou des unités de cours communs à toutes les spécialités. Durant l'année, les cours ont lieu en distanciel ou présentiel, les étudiants sont alors regroupés par spécialité.

MBA 1	Septembre: Kick off meeting à l'université de York (tous les étudiants)	Cours en ligne (présentiel selon la situation sanitaire dans différente villes)	Mai : Cours + Travaux de groupe à Thessalonique (tous les étudiants)
MBA 2	Septembre: Université de Strasbourg Cours + visite d'entreprises et institutions (tous les étudiants)	Cours en ligne (présentiel selon la situation sanitaire dans différente villes)	Mai : Cours + Travaux de groupe à Thessalonique (tous les étudiants)

MBA 1 : 1st Year Units

Intitulé de l'UE	Crédits	Coef.	Compétences attendues Matières	CM	Temps étudiant	Total (HETD)
Business Economics		10	<ul style="list-style-type: none"> • L01 Understand the main driving forces of a business environment, and what brings long-term changes and equilibrium. • L02 Understand the way markets operate through the concepts of demand and supply. • L03 Consider the range of competition strategies, advertising and pricing policies existing within the business environment. • L04 Understand the instrumental role that macroeconomic factors such as economic growth, unemployment, inflation, etc. play in conditioning business activity. • L05 Appreciate the dynamics of EMU and its impact on South East European, East European, and Caucasian economies. • L06 Exhibit the ability to synthesize academic literature with current economic issues. • L07 Assess economic developments and penetrate into traditional business models in South East Europe, East Europe and Caucasus. 	24		36
Developing Market Presence			<ul style="list-style-type: none"> • L01 Critically handle a number of tools available to marketing managers • L02 Successfully Implement the concepts that are involved in producing an effective marketing effort • L03 Analyse real-life situations and provide solutions they may encounter • L04 Critically analyse, evaluate and use his own reasoning • L05 Synthesize the forces affecting the environment of a firm • L06 Critically assess factors affecting marketing decisions 	24		36

<p>Financial Reporting & Management Accounting</p>		<ul style="list-style-type: none"> • L01 understand the nature of the financial accounting problem and proposed solution / structures for assisting policy makers in their deliberations and choices, • L02 Read and understand the components of financial statements, such as balance sheets, income statements, statement of changes in shareholders equities and cash-flow statements, • L03 Evaluate their implications into businesses through efficient financial reporting and thus appreciate the use of published financial information for decision making such as investment decision making and performance evaluation, • L04 Analyse and evaluate company performance and financial position of company by use of financial tools such as financial ratio analysis, • L05 Acquire a basic awareness of impact of IAS and IFRS on financial statements, financial ratios and performance analysis, • L06 Realize the crucial role of management accounting in the decision making processes of the modern organization, • L07 Have the basic required understanding of the mechanics of various managerial and cost accounting methods and techniques, like full and absorption costing, ABC, ABB, CVP analysis, etc, that will allow appropriate interpretation of performance and results, thereby facilitating efficient and effective decision-making, • L08 Understand the crucial role of financial planning and budgets and their practical application in the modern organizations. 	24		36
<p>Information and Big Data Management</p>		<ul style="list-style-type: none"> • L01 Identify the importance of the strategic development of ICT to enhance organizational performance • L02 Focus on the vital role of modern networked Information Systems in functional business areas. • L03 Appreciate the importance of ICT systems that transcend and integrate information, data, people processes and procedures such as ERP, CRM, Logistics Management Systems and social computing in the Digital Economy Era. • L04 Identify opportunities for organizational advantages using ICT and balancing ethical and societal impacts. 	24		36
<p>International and Strategic Human Resource Management</p>		<ul style="list-style-type: none"> • L01 Understand the impact of strategic human resource management on operational strategy • L02 Critically understand the how SHRM can be applied across a variety of international contexts • L03 Understand the integration of ISHRM into organisational strategy • L04 Develop a strategic HRM plan that takes into account the internationalisation of organisations 	24		36
<p>Strategy Formulation and Business Decision Making</p>		<ul style="list-style-type: none"> • L01 Develop their capacity to think strategically about a company, its present position, its long term direction, its resources and competitive capabilities, the calibre of its strategy and its opportunities for gaining sustainable competitive advantage. • L02 Develop their skills in conducting strategic analysis in a variety of industries and competitive situations and especially to provide them with a stronger understanding of the competitive challenges of a global market environment. • L03 Gain experience in crafting business strategy, reasoning carefully about strategic options, using what if analysis to evaluate action alternatives and making sound strategic decisions. • L04 Learn how to assess business risk, and improve their ability to make sound decisions and achieve expected outcomes. • L05 Develop their written, oral and presentational skills • L06 Develop their ability to effectively work in groups 	24		36

Understanding Organization Behaviour			<ul style="list-style-type: none"> • L01 Synthesize, compare, contrast, and integrate relevant theoretical and applied literature • L02 Demonstrate the ability to utilize academic and practitioner oriented literature in understanding current organizational behaviour issues • L03 Understand the need for an integrated theoretical and practical organizational behaviour approaches to successfully exploit new opportunities • L04 Critically assess key organizational behaviour issues in relation to current management issues • L05 Understanding the ideas, principles and practices of organizational behaviour 	24		36	
Corporate financial management			<ul style="list-style-type: none"> • L01 Produce necessary calculations to facilitate managerial decisions. • L02 Evaluate the importance of risk factors in making investment decisions. • L03 Interpret firm valuation and capital structure decisions. • L04 Develop extensive knowledge related to financial and investment decisions of firms. • L05 Critically synthesize the academic literature. • L06 Apply capital budgeting techniques. 	24		36	
CM = cours magistraux CI = cours intégrés TD = travaux dirigés TP = travaux pratiques TE = travail étudiant hors cours, TD et TP				Total		192	288

MBA : 2nd Year Units – Core Units

Intitulé de l'UE	Crédits	Coef.	Compétences attendues Matières	CM	Temps étudiant	Total (HETD)
Consulting project – Living case study			<ul style="list-style-type: none"> • L01: Synthesize, compare, contrast, and integrate relevant theoretical and applied literature • L02: Demonstrate the ability to utilize academic literature in understanding and solving current business issues • L03: Point forward to future areas of practice based research based on an understanding of current business issues • L04: Demonstrate the need for an integrated theoretical and practical approach to successfully exploit new opportunities • L05: Critically identify key new trends that provide threats and opportunities 	24		36

<p>Operations and Supply Chain Management</p>		<ul style="list-style-type: none"> • L01 - demonstrate a critical understanding of the role of Operations management within Organisations • L02 - demonstrate a critical understanding of the role of Supply Chain Management and Global Logistics • L03 - evaluate the impact of Operations, Supply Chains and Logistics to organisations around the globe and in different industrial settings • L04 - synthesise key factors to measure the performance levels of key actors in Operations and Supply Chains • L05 - recognize the importance of improved customer service levels and how this can be attained via the integration of Operations and Supply Chain Management • L06 - demonstrate a critical understanding of Systems/Process management as well as Forecasting and Inventory management • L07 - examine the warehousing and transportation functions and its importance to elevated customer service levels • L08 - understand the role of the Internet of Things and Big Data in the Operations, Supply Chains and Logistics • L09 - recommend possible avenues for improving efficiency and effectiveness in various processes, supply chains and logistical industrial settings • L010 - perform a thorough academic research on Operations, Supply Chain and Logistics issues 	24		36
<p>Leading & Managing People</p>		<ul style="list-style-type: none"> • L01 Critically understand the new realities of leading, managing and changing organisations • L02 Understand and familiarise with complexity science and its applications in leadership. • L03 Understand and familiarise with neuroscience and its effect on leadership • L04 Understand and familiarise with behavioural science and its effect on leadership • L05 Understand the ideas, principles and practices of change management • L06 Critically assess leadership associated with the development of change programmes 	24		36
<p>Research Methods</p>		<ul style="list-style-type: none"> • L01 Understand the use of different research methods in a business environment • L02 Understand the principles of writing a dissertation and the structure of the dissertation • L03 Critically evaluate research projects • L04 Design research project • L05 Understand the main principles of writing a proposal • L06 Be able to select the appropriate methods for data collection • L07 Understand the issues concerning the use of questionnaires and interviewing 	24		36
<p>Open Collaboration Tools for European Business and Sustainable Society</p>		<ul style="list-style-type: none"> • L01 Apply an integrated theoretical and practical approach to identify partners for open exchanges • L02 Propose a collaboration solution, select the appropriate actors / stockholders to interact with and successfully create value • L03 Apply research and analytical skills to organizational problems from a micro through to a macro level. • L04 Analyse a business situation to create smart, sustainable and inclusive growth 	24		36
<p>CM = cours magistraux CI = cours intégrés TD = travaux dirigés TP = travaux pratiques TE = travail étudiant hors cours, TD et TP</p>			Total	120	180

MBA : 2nd Year Units – Finance Track

Intitulé de l'UE	Crédits	Coef.	Compétences attendues Matières	CM	Temps étudiant	Total (HETD)
Applied Risk Management			<ul style="list-style-type: none"> • L01: Demonstrate an understanding of quantitative approaches to research • L02: Critically evaluate published research and select the appropriate methodology in order to realize these objectives • L03: Apply computational econometrics methods to solve real world problems • L04: Exhibit thorough knowledge of the theory based on previous theoretical - empirical studies • L05: Critically assess the application and usage of risk management and control techniques • L06: Produce and/or replicate a well thought out research projects • L07: Critically evaluate current research on key issues of risk management 	24		36
International Financial Management Syllabus			<ul style="list-style-type: none"> • L01 Critically appraise the advantages and disadvantages of exchange rate regimes • L02 Critically discuss countries' and multinationals' experience with FX exposure and management • L03 Understand the characteristics of a financial crisis • L04 Critically discuss the consequences of a currency crashes for an economy and a multinational doing international business. • L05 Develop a critical understanding of methods used in making financial decisions in the context of economic environment. • L06 Develop a critical understanding of instruments used to manage transaction and economics exposure • L07 Critically discuss the importance of an international tax strategy and the impact of IBCs for transfer pricing • L08 Critically analyse the effect of FinTech and digital finance on the financial service sector 	24		36
<p>CM = cours magistraux CI = cours intégrés TD = travaux dirigés TP = travaux pratiques TE = travail étudiant hors cours, TD et TP</p>				Total		72

MBA : 2nd Year Units – General Management Track

Intitulé de l'UE	Crédits	Coef.	Compétences attendues Matières	CM	Temps étudiant	Total (HETD)
Building International Business Strategy			<ul style="list-style-type: none"> • L01 Develop their capacity to think strategically about a company, its present position, its long term direction, its resources and competitive capabilities, the calibre of its strategy and its opportunities for gaining sustainable competitive advantage. • L02 Develop their skills in conducting strategic analysis in a variety of industries and competitive situations and especially to provide a stronger understanding of the competitive challenges of a global market environment. • L03 Gain experience in crafting business strategy, reason carefully about strategic options, use "what if" analysis to evaluate action alternatives and make sound strategic decisions. • L04 Develop their powers of managerial judgment, learn how to assess business risk, and improve their ability to make sound decisions and achieve effective outcomes • L05 Work effectively in groups 	24		36
Entrepreneurship in a Globalized Environment			<ul style="list-style-type: none"> • L01 Apply an integrated theoretical and practical approach to identify entrepreneurial opportunities • L02 Based on a specific opportunity context, to be able to propose a solution with the appropriate type and degree of innovation required in an attempt to successfully create value. • L03 Apply research and analytical skills in evaluating entrepreneurial opportunities and effectively presenting the evidence as needed. • L04 Construct and refine the new venture business model after carefully evaluating the critical assumptions underlying potential value propositions. • L05 Recognise and specify the funding needs and sources based on the venture's business model 	24		36
CM = cours magistraux CI = cours intégrés TD = travaux dirigés TP = travaux pratiques TE = travail étudiant hors cours, TD et TP				Total		72

Intitulé de l'UE	Crédits	Coef.	Compétences attendues Matières	CM	Temps étudiant	Total (HETD)
Contemporary Issues in Health Care			<ul style="list-style-type: none"> • L01: understanding of the organizational factors that influence health care management; • L02: the application and usage of management tools and practices within the health care workplace by senior executives, managers and employees; • L03: understanding of the application of total quality management techniques within a health care organizational setting • L04: the ability to understand and evaluate health care management strategy and finance; • L05: the impact of change of external and internal environments on health care industry; • L06: the ability to understand and evaluate current issues of organizational ethics that are linked to health services management; • L07: understand the application of marketing and marketing communication to health care management decision making 	24		36
Health Systems, Policies and Economics			<ul style="list-style-type: none"> • L01: understand the economic, social and political factors that influence health care policies • L02: understand the different health systems, compare strengths and weaknesses of systems, and propose improvements • L03: assess the performance and sustainability of health systems • L04: apply economic theory in different health care contexts • L05: understand the role of health insurance 	24		36
CM = cours magistraux CI = cours intégrés TD = travaux dirigés TP = travaux pratiques TE = travail étudiant hors cours, TD et TP				Total		72

MBA : 2nd Year Units – HR Track

Intitulé de l'UE	Crédits	Coef.	Compétences attendues Matières	CM	Temps étudiant	Total (HETD)
Human Resource Policies & Practices			<ul style="list-style-type: none"> • L01: understand the main aspects, key concepts and emergent issues of contemporary HR policies and practices; • L02: critically analyse the strategic HR policies and practices, organisational performance and their linkage; • L03: critically explore the conceptual framework of HRM models, systems and techniques, and their applicability within the context of modern organisations; • L04: critically evaluate the impact of crisis on core HR policies and practices; • L05: identify and critically analyse the main methods of HR planning, job design, recruitment, selection, retention, reward management, and remuneration systems; • L06: understand and critically analyse the importance of global HR • L07: explore the contemporary developments and critically evaluate the future direction of employment and industrial relations 	24		36

<p style="text-align: center;">Talent & Performance Management</p>		<ul style="list-style-type: none"> • L01: Evaluate and assess the performance management systems and methods • L02: Evaluate and assess the talent management systems and methods • L03: Assess the different tools used to promote and measure performance • L04: Critically identify which tools are relevant to specific situations/problems of poor performance • L05: To understand the link between individual, team and organisational talent and performance management • L06: To understand special issues that are linked to performance like, coaching, stress, and feedback. • L07: Familiarise with the design and implementation of T&PM system 	24		36
	<p>CM = cours magistraux CI = cours intégrés TD = travaux dirigés TP = travaux pratiques TE = travail étudiant hors cours, TD et TP</p>			Total	48

MBA : 2nd Year Units – Logistics Track

Intitulé de l'UE	Crédits	Coef.	Compétences attendues Matières	CM	Temps étudiant	Total (HETD)
<p align="center">Contemporary Issues in Logistics</p>			<ul style="list-style-type: none"> • L01 demonstrate an overall understanding of contemporary logistics concepts and their applicability and impact on key representative industries or sectors. Evaluate the challenges and effectiveness of adopting such contemporary logistics practices and review their future trends in an expanding European Union. Understand the effects of Carbon Credits and Carbon Offset Legislation to be introduced and mandated by the EU and their impact on logistics. In addition, an understanding of other e-government logistics initiatives, including e-counting systems for voting, • L02 demonstrate a critical understanding of the importance of the changing or evolving role of logistics in global supply chains and further explore emergent concepts such as Collaborative Logistics Management (CLM) in their role of supporting global alliances, • L03 consider the logistics implications of JIT and how developments in information technology have been used to leverage its power, leading to emergence of Quick Response (QR) logistics. Review the concept of 4PL and their growing role as logistics providers in the future • L04 address the major environmental awareness shift affecting logistics as a product and as a function, and the effects that such significant issues, such as pollution, congestion, critical resource depletion, fuel surcharges etc. have on logistics • L05 recognize the importance of the link between logistics and customer service levels, understand the emergent concepts of Logistics-led Vendor Managed Inventory (VMI) and its more derivative Co-Managed Inventory (CMI) as a basis for demand management and replenishment systems who's driver is shifting to the Logistics function, • L06 examine the global transportation function through emergent transport solutions involving optimisation of route planning using GPS-Global Positioning Systems and Multi-modal transportation systems, and how such systems become vital tools when integrated with other legacy systems and information sources, such as traffic management systems, • L07 understand the increased role of information systems in logistics-led activities including EPOS, EDI , Internet portals and their importance to supporting or enabling integrated logistics processes and practices, • L08 understanding emergent contemporary themes such as Green logistics and understand the constraints imposed on by the environmental control variable. Evaluate emergent ethical trends and important changes to sourcing concepts in key retail sectors, such as fresh produce: from international to national, from national to regional and from regional to local. • L09 demonstrate a critical understanding of Reverse Logistics and the development and support of "cradle-to-grave" concepts. Review the emergence and growing role of Service Logistics and its increased importance within the wider Customer services function, 	24		36

Managing Global Logistics			<ul style="list-style-type: none"> • L01 - assess the global environment in terms on economic, political and technological changes and the related implications (e.g. sourcing risks) for manufacturing, logistics and services • L02 - familiarise with different aspects of global supply chains along with the factors impacting logistics operational and system effectiveness opportunities and risks of global sourcing • L03 - understand the various modes of transportation, their capabilities, advantages and drawbacks in respect to the global environment • L04 - comprehend the structure of global distribution channels and the 3PL market • L05 - examine the role of collaboration for the successful operation of the global supply chain • L06 - understand the role of Information Technology in coordinating global supply chains • L07 - become aware of sustainability issues related to global operations 	24		36
	CM = cours magistraux CI = cours intégrés TD = travaux dirigés TP = travaux pratiques TE = travail étudiant hors cours, TD et TP			Total	48	

MBA : 2nd Year Units – Marketing Track

Intitulé de l'UE	Crédits	Coef.	Compétences attendues Matières	CM	Temps étudiant	Total (HETD)
New Product & Service Development			<ul style="list-style-type: none"> • L01: Understand and apply the process of new product development and management. • L02: Appreciate the role of multiple functions in the process of developing new products (i.e. research, design, marketing, production, finance). • L03: Learn how to integrate the customers and the end-consumers into the process of NPD. • L04: Apply processes to identify opportunities for new products and services. • L05: Develop and apply various testing tools used for evaluating product concepts. • L06: Enhanced your teamwork skills & coordinate interdisciplinary tasks towards a common aim. 	24		36
Strategic Brand Management			<ul style="list-style-type: none"> • L01 Evaluate the role of brands, the concept of brand equity and advantages of creating strong brands. • L02 Appreciate the different approaches to measure brand equity and how to implement a brand equity measurement system. • L03 Evaluate alternative branding strategies as well as devise brand hierarchies and brand portfolios. • L04 Evaluate the role of corporate brands, family brands, individual brands and brand modifiers, and how they can be combined into sub-brands. • L05 Manage brand equity, taking a broader "multiple product, multiple brand", on-line and off line perspective as well as a longer term multiple market perspective to brands. • L06 Assess the implications and applications of the customer based brand equity framework. 	24		36

CM = cours magistraux
 CI = cours intégrés
 TD = travaux dirigés
 TP = travaux pratiques
 TE = travail étudiant hors cours, TD et TP

Total	48		72
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IX. Dispositifs de suivi de la formation

- **Évaluation des formations :** Le comité de gestion joint a pour attribution de suivre l'évaluation des formations. Le MBA étant un diplôme accrédité AMBA, les règles et procédures qualité en lien avec cette accréditation sont respectées par l'ensemble des parties. Le City Collège est l'organe gestionnaire de cette accréditation.
- **Évaluation des enseignements :** Tous les enseignements du MBA sont évalués annuellement par l'ensemble des étudiants dans le respect des règles d'accréditation. Sont pris en compte notamment le respect des syllabus, la qualité de l'enseignement, le respect du contenu et des rythmes annoncés.
- **Conseil de perfectionnement :** Comité de gestion joint spécifique à la formation.
- **Autres dispositifs, le cas échéant :** Comité de gestion joint spécifique à la formation.

X. Budget prévisionnel

Pour les diplômes d'université, il est attendu chaque année de retourner à la DES, début avril, un bilan du fonctionnement, en termes d'effectifs, en termes qualitatif et en termes budgétaire, de la formation. A partir de ces éléments, une réflexion sur les perspectives de la formation est attendue : maintien, modification, évolution, suppression.

Financement à coût constant

1. Droits de base du diplôme

LICENCE () ou MASTER (X)

2. Droits spécifiques

Etape	Montant du droit spécifique	Application de gestion (Apogee, DS2001, facture, SFC...)
MBA 1	107	
MBA 2	107	

CAS EVENTUELS D'EXONERATION : Néant

En tenir compte dans le budget prévisionnel et le bilan

La formation n'est pas déclinable en modules. L'inscription s'effectuera sous le régime de la formation initiale.

Ressources envisagées, le cas échéant :

L'ouverture de la formation entraînera-t-elle le doublement de certains groupes (ex : TD) / promotions : non

L'ouverture nécessitera-t-elle un aménagement (locaux, matériel) : non

La composante dispose-t-elle du potentiel enseignant nécessaire : oui

Nombre de personnels administratifs disponibles pour la gestion de la formation : 1

City College s'engage à couvrir toutes les dépenses liées aux enseignements :

- Tous les enseignements du personnel académique, y compris le personnel UNISTRA / FSEG qui enseigne dans n'importe quelle unité du programme
- Les frais de déplacement et d'hébergement des enseignants
- La restauration pour les étudiants pendant les week-ends MBA à Strasbourg
- Les frais liés à l'organisation des visites d'entreprises et d'institutions

S'agissant d'une formation dont les heures d'enseignement sont partagées entre plusieurs institutions, le calcul des coûts de fonctionnement ne s'effectue pas de la même manière que pour une formation portée intégralement par une composante de l'université de Strasbourg. Les éléments financiers sont présentés dans l'annexe financière de la convention.

Date de mise à jour: 7/05/2021

Utilisez cet onglet pour dresser le bilan de votre formation

Autofinancement du diplôme

En vert, les variables à ajuster

Nom de la formation

MBA

Code APOGEE de la formation (VET)

nb: Fixer un seuil permettant l'équilibre budgétaire et pédagogique

nb: selon le niveau d'entrée du DU. Si licence, 170€, si master, 243€.

nb: Fixer un montant permettant l'équilibre budgétaire

	Effectifs minimaux en IA	Droits de base	Droits spécifiques	Somme totale payées par l'inscrit
Etudiants en MBA 1	70	243	107	350
	0	243	0	0
	0	243	0	0
	0	243	0	0
	70			

Saisir dans les cases vertes uniquement

DU MBA				Total (€)	Moyenne par étudiant
Recettes				34 988 €	500 €
Produit des droits d'inscription : prix unitaire * nb d'étudiants				24 500 €	
Exonérations					
Subventions					
	Organisme subventionnaire	Total		10 488 €	
	City College	Participation aux frais de fonctionnement		3 000 €	
		Participation aux frais d'équipement		- €	
		Participation aux droits d'inscription en formation continue		- €	
	City College	Participation aux coûts d'enseignement		7 488 €	
Dépenses				33 576 €	480 €
Dépenses d'enseignement				12 068 €	
		HeTD spécifiques au DU	Coût horaire €/HeTD	Coût total	
Heures enseignement - Intervenant extérieur		144	52,00 €	7 488,00 €	7 488 €
Heures de suivi du mémoire -		0	52,00 €	- €	- €
Ingénierie pédagogique - Moïse Sidiropoulos + Thierry Burger-Helmchen		40	52,00 €	2 080,00 €	2 080 €
					2 500 €
Dépenses de fonctionnement				3 000 €	
				Coût total	
Restauration					- €
Transport / Frais de visite d'entreprises et d'institutions					- €
Publicité					- €
Dépenses diverses (Déplacement comité)					3 000 €
Dépenses administratives refacturées à la composante				1 498 €	
	Population étudiante	Effectifs	Droits spécifiques	Participation de la cohorte aux frais direct	
Etudiants en MBA 1		70	107,00 €	20%	1 498 €

	0		- €	20%	- €
	0		- €	20%	- €
	0		- €	20%	- €
Participation aux frais de l'établissement					17 010 €
	<i>Effectifs</i>	<i>Droits de base</i>	<i>Participation de la cohorte aux frais direct</i>		
<i>Etudiants en MBA 1</i>	70	243,00 €	100%		17 010 €
	0	243,00 €	100%		- €
	0	243,00 €	100%		- €
	0	243,00 €	100%		- €
					- €
Résultat					1 412 €

(1) UNIVERSITY OF YORK

- and -

(2) UNIVERSITY OF STRASBOURG

- and -

(3) CITY COLLEGE, UNIVERSITY OF YORK EUROPE CAMPUS

AGREEMENT

relating to
the delivery of a Dual Degree MBA
programme

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THIS AGREEMENT is made on [DATE]

BETWEEN:

- (1) **UNIVERSITY OF YORK**, a chartered higher education institution and corporation whose principal offices are at Heslington, York YO10 5DD England ("UOY").
- (2) **THE UNIVERSITY OF STRASBOURG**, a licensed higher education institution, Address : 4 rue Blaise Pascal, CS 90032, F-67081 Strasbourg, France ("UNISTRA"); and
- (3) **CITY COLLEGE, UNIVERSITY OF YORK EUROPE CAMPUS** a company incorporated in Greece whose principal offices are at 24 Proxenou Koromila Street, Thessaloniki, Greece ("CC");

BACKGROUND:

- A UNISTRA is a French university which provides programmes of study leading to awards in its own name as an awarding body. The Faculty of Economic Sciences and Management (FSEG) is the responsible Faculty of UNISTRA for this cooperation.
- B UOY is a British university which provides programmes of study leading to awards in its own name as an awarding body.
- C CC has been designated as an international campus of the University of York, named "the University of York Europe Campus" and is entitled to enter into a tripartite agreement with UOY and a partner approved by UOY to deliver specific programmes of study leading to academic awards issued by the UOY.
- D Based on a relationship of success and mutual trust, the Parties wish to collaborate on the provision of a Dual Degree MBA programme. The Parties wish to formally record their relationship and make specific commitments to each other in relation to operation of the Dual Degree MBA Programme in this Agreement.
- E Through this cooperation the Parties will take this opportunity to discuss and develop joint research activity.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the following words shall have the following meanings:

"**Academic Year**" means the period from 1 October to 30 September inclusive in any calendar year;

"**Admission Criteria**" means the UOY's and UNISTRA's Student Admission Policy, and other academic and entry qualification requirements as may be updated from time to time;

"**Agreement**" means this agreement and each of the attached schedules as may be amended from time to time;

"**Applicant**" means a person who has applied to become a Student on the Dual Degree Programme;

“**Awarding Bodies**” means the universities awarding degrees for successful completion of the Dual Degree Programme, namely UOY and UNISTRA;

“**BA**” means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the relevant government department concerning the legislation;

“**Background Intellectual Property Rights**” or “**Background IPR**” means Intellectual Property Rights relevant to the Agreement in the possession of a Party prior to the execution of the Agreement or generated after the Effective Date of the Agreement but independent thereto;

“**CMA**” means the UK Competition and Markets Authority or any successor thereto;

“**CMA Guidance**” means guidance issued by the CMA in respect of consumer protection of students in higher education;

“**Confidential Information**” means any information that is disclosed by one Party to another Party which would appear to a reasonable person to be confidential or is marked confidential, and which relates to the business/educational affairs of the disclosing Party, including product information, operations, processes, plans or intentions, developments, trade secrets, know how, design rights, market opportunities, personnel, programme materials, customers and suppliers of the disclosing Party;

“**Consumer Laws**” (a) the UK Consumer Rights Act 2015 and any subordinate legislation made under that Act from time to time; (b) the UK Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and (c) the UK Consumer Protection from Unfair Trading Regulations 2008;

“**Controller**” has the meaning set out in the Data Protection Legislation and will be interpreted in accordance with the Data Protection Legislation;

“**Crest and Name**” means the names and logos of UNISTRA, CC and UOY;

“**CTSA**” means the UK Counter Terrorism and Security Act 2015 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the relevant government department concerning the legislation;

“**Data Protection Legislation**” means the General Data Protection Regulations ((EU) 2016/679) (“**GDPR**”), the Data Protection Act 2018 (“**DPA18**”), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) (“**ECD**”) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) (“**ECR**”) as amended including any national implementing laws, regulations and secondary legislation in the UK (including any national implementing laws, regulations and secondary legislation in the UK) and any successor legislation to the GDPR, the DPA18, the ECD or the ECR;

“**Data Security Incident**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed;

“**Data Subject**” has the meaning set out in the Data Protection Legislation and will be interpreted in accordance with the Data Protection Legislation;

“**Dual Degree Management Committee**” means the joint committee responsible for the management of the Dual Degree Programme, established pursuant to clause 17 and the terms of reference of which are set out in schedule 2;

“Dual Degree Programme” means the programme of study which shall be delivered by CC and the Faculty of Economic Sciences and Management (FSEG) of UNISTRA and which leads to two awards, one by UOY and one by UNISTRA, as particularised in schedule 1.

“EA” means the UK Equality Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the relevant government department concerning the legislation;

“Effective Date” means [DATE];

“EIR” means the UK Environmental Information Regulations 2004 (SI 2004/3991) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

“FOIA” means Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the relevant government department concerning the legislation;

“Force Majeure Event” means any circumstances not reasonably foreseeable at the date of this Agreement and not within the reasonable control of the Party in question including, without prejudice to the generality of the foregoing, strikes, lockouts, civil commotion, riot, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic and pandemic as defined by the World Health Organization (including COVID-19 pandemic) or other natural physical disaster;

“French Legislation” means the law or laws of France;

“FSEG” means the UNISTRA Faculty of Economic Sciences and Management.

“HRA” means the UK Human Rights Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the relevant government department concerning the legislation;

“Intellectual Property Rights” or **“IPR”** means any rights in patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyrights, database rights, design rights, rights affording equivalent protection to copyright, database rights and design rights, semiconductor topography rights, trade-marks, service marks, logos, domain names, business names, trade names, moral rights, and all registrations or applications to register any of the aforesaid items, rights in the nature of any of the aforesaid items in any country or jurisdiction, rights in the nature of unfair competition rights and rights to sue for passing-off;

“Liabilities” means all awards, claims, costs, damages, debts, demands, expenses, fines, penalties and all other liabilities of any nature (including any direct, indirect or consequential losses, loss of profits, loss of reputation and all interest, penalties and other reasonable professional costs and expenses);

“Modern Slavery Act” means the UK Modern Slavery Act 2015 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the relevant government department concerning the legislation;

“Party” means a party to this Agreement;

‘Parties’ means CC, UOY and UNISTRA;

"**Personal Data**" has the meaning set out in the Data Protection Legislation and will be interpreted in accordance with the Data Protection Legislation;

"**Processing**" has the meaning set out in the Data Protection Legislation and for the purposes of this Agreement "**Process**" and "**Processed**" will be interpreted accordingly;

"**Programme**" means the Dual Degree Executive MBA programme leading to awards from UOY and UNISTRA.

"**Programme Director**" means the directors appointed pursuant to clause 17 responsible for the strategic delivery of the Programme;

"**Programme IPR**" means all Intellectual Property Rights arising in relation to the delivery of the Dual Degree Programme including but not limited to Intellectual Property Rights in the Programme Materials;

"**Programme Materials**" means all material and literature in whatever form (including written, electronic, graphic or digitised) and website content including any methodologies, processes, know-how, manuals, instructions, training resources, videos and supporting material developed or produced in relation to the Dual Degree Programme;

"**Quality Code**" means the UK Quality Code for Higher Education, as that document may be amended from time to time;

"**Restricted Transfer**" a transfer of Personal Data which is undergoing Processing or which is intended to be Processed after transfer, to a country or territory to which such transfer is prohibited or subject to any requirement to take additional steps to adequately protect the Personal Data for the transfer to be lawful under the Data Protection Legislation;

"**Slavery and Human Trafficking**" has the meaning defined under s.54 of the Modern Slavery Act; "**Student**" means a student who has been accepted and registered as a student on the Dual Degree Programme in accordance with the terms of this Agreement;

"**Supervisory Authority**" means any governmental or regulatory authority responsible for enforcing any Data Protection Legislation and any replacement or successor body or person for any such authority from time to time;

"**Term**" means the Initial Term and any Renewal Term agreed in accordance with clause 2;

"**Third Party IPR**" means any Programme IPR belonging to a third party;

"**UOY Award**" means certificates, degrees and diplomas issued by the UOY to Students who successfully complete a UOY Programme as determined by UOY;

"**UOY Programme**" means the programme of study leading to a degree of UOY, which UOY has approved for delivery by CC, as set out in UOY Regulations and UOY Programme Specifications;

"**UOY Programme Specification**" means a description of each of the Dual Degree Programmes set out in the UOY Regulations from time to time;

"**UOY Regulations**" means any of the UOY's charter, statutes, ordinances, general regulations and policies (including those relating to academic and quality assurance), UOY Programme specific regulations, regulations as to the discipline of students and other UOY regulations and policies as updated from time to time;

“UNISTRA Award” means certificates, degrees and diplomas issued by UNISTRA to Students who successfully complete the Programme as determined by UNISTRA in accordance with relevant French Legislation and regulations;

“UNISTRA Programme” means the programme of study leading to a UNISTRA degree, which may include units from UOY Programme and any additional study requirements specific to the degree of UNISTRA;

“UNISTRA Programme Specifications” means a description of each of the Dual Degree Programmes set out in the UNISTRA Regulations from time to time

"UNISTRA Regulations" means any of UNISTRA's charter, statutes, ordinances, general regulations and policies (including those relating to academic and quality assurance), UNISTRA Programme specific regulations, regulations as to the discipline of students and other UNISTRA regulations and policies as updated from time to time;

"Working Day" means any day from Monday to Friday (inclusive) which is not a statutory holiday in any of the Parties' respective countries.

1.2 In this Agreement (unless the context requires otherwise):

1.2.1 the words "including", "include", "for example", "in particular" and words of similar effect will be construed so that they do not limit the general effect of the words which precede them;

1.2.2 references to this Agreement is a reference to it as validly varied, supplemented and/or notated from time to time;

1.2.3 references to any Party include (where applicable), its lawful successors, permitted assignees and permitted transferees;

1.2.4 general references to a "person" will be understood to include (as applicable), a natural person, a corporate body, and an unincorporated association (in each case whether or not having separate legal personality);

1.2.5 general references to a "company" will be understood to include any (as applicable), company, corporation and other body corporate, wherever and however incorporated or established;

1.2.6 references to the singular will include the plural and vice versa;

1.2.7 recitals and headings are all for reference only and will be ignored in construing this Agreement;

1.2.8 references to a numbered clause, schedule, or appendix are references to the clause, schedule or appendix so numbered of, or to, this Agreement; and

1.2.9 This Agreement is drawn up in French and English, both texts being equally authentic, as the French version constituting a certified translation of the English version

2. COMMENCEMENT AND TERM

2.1 This Agreement will govern the operation of the Dual Degree Programme from the Effective Date.

2.2 This Agreement will be deemed to have come into force on the Effective Date and, unless terminated earlier in accordance with its terms or otherwise by operation of law, will continue in force for an initial term until 1 July 2025 being the period required for all Students registering in September 2021, September 2022 and September 2023 to complete their Dual Degree Programme (the "**Initial Term**") and shall automatically expire at the end of this Initial Term unless extended pursuant to clause 2.3. CC and the Faculty of Economic Sciences and Management (FSEG) of UNISTRA shall be entitled to recruit and register three intakes of Students to commence the Dual Degree Programme during the Academic Year commencing September 2021, September 2022 and September 2023.

2.3 No later than twelve (12) months prior to the expiry of the last Academic Year (which for the avoidance of doubt means by 1 October 2024) of this Agreement the Parties shall enter into good faith negotiations relating to the potential extension of the term of this Agreement for a further period ("**Renewal Term**").

3. DUAL DEGREE

3.1 The Dual Degree Programme shall lead to a UOY Award and a UNISTRA Award as detailed in Parts 1.1 of Schedule 1.

3.2 UOY and UNISTRA warrant that they have full capacity and have obtained all necessary consents, approvals, permissions and authority to award their respective part of the Dual Degree Programme award in their respective jurisdictions.

3.3 Each Party warrants that it is able to enter into this Agreement and that in so doing, it shall meet all necessary accreditations, quality assurance, governmental, or other professional, statutory and regulatory body requirements as applicable in its home jurisdiction.

3.4 On successful completion of the Dual Degree Programme, the Parties agree that the Students shall receive a separate certificate from UOY and UNISTRA. Each separate certificate, or the accompanying transcript, shall make clear:-

3.4.1 the name of the award granted by each respective Party issuing the certificate;

3.4.2 that it is a single programme of study pursuant to a Dual Degree Programme leading to two awards by two separate institutions.

3.5 UNISTRA and CC acknowledge and agree that UOY shall be solely responsible for determining whether a UOY Award shall be conferred upon a Student following completion of the Dual Degree Programme and for the issuance of such UOY Award. UOY shall not expressly or impliedly hold out the UOY Award as being issued by or endorsed by UNISTRA.

3.6 CC and UOY acknowledge and agree that UNISTRA shall be solely responsible for determining whether a UNISTRA Award shall be conferred upon a Student following completion of a Dual Degree Programme and for the issuance of such UNISTRA Award. UNISTRA shall not expressly or impliedly hold out the UNISTRA Award as being issued by or endorsed by the UOY.

3.7 UNISTRA shall provide to CC all such information and assistance as CC shall reasonably require to enable CC to make recommendations to the UOY in relation to the conferment of UOY Awards.

3.8 CC shall provide to UNISTRA all such information and assistance as UNISTRA shall reasonably require to enable UNISTRA to confer UNISTRA Awards.

3.9 All teaching on the Dual Degree Programme shall be carried out in the English language.

4. PROGRAMME DELIVERY AND ASSESSMENT

- 4.1 The Parties shall collaborate on the management and delivery of the Dual Degree Programme to ensure that it meets the requirements of the Awarding Bodies.
- 4.2 CC shall retain primary responsibility for the delivery and oversight of the Programme in accordance with the UOY Programme Specifications and the UOY Regulations and in accordance with UNISTRA Programme Specifications and UNISTRA Regulations and requirements.
- 4.3 CC shall retain responsibility for assessment and examination of the Programme in accordance with the UoY Programme Specifications and UoY Regulations including but not limited to:
- 4.3.1 development of marking schemes and preparation of assessments in liaison with UNISTRA;
 - 4.3.2 marking all Student assessments including examinations, coursework and dissertations, unless otherwise agreed with UOY and UNISTRA;
 - 4.3.3 nomination of the external examiners appointed by the UOY;
 - 4.3.4 specifying arrangements for the conduct of the assessments and examinations;
 - 4.3.5 appointing an examination committee which shall be responsible for consideration of assessed work from the Students ; and
 - 4.3.6 ensuring that any academic appeals submitted by Students in relation to assessment on the Programme are dealt with in accordance with CC's Regulations, as approved by the UOY.
- 4.4 UNISTRA/FSEG and the UOY shall contribute to discussions with CC regarding programme setup, teaching methodology, programme management and student issues and shall advise and assist CC in planning the implementation of the programme.
- 4.5 UNISTRA/FSEG shall contribute to the delivery of the programme as follows:
- 4.5.1 UNISTRA/FSEG will be responsible for the organization and delivery of at least one Unit to be delivered in Strasbourg.
 - 4.5.2 UNISTRA/FSEG shall identify and make available suitable members of its staff to deliver the Unit in Strasbourg and the delivery of specific topics in other Units as agreed by the parties (on implementation sites or online).
 - 4.5.3 UNISTRA/FSEG will provide teaching materials and pastoral support to students for all aspects of the Programme delivered by UNISTRA/FSEG staff.
- 4.6 The Parties shall provide each other with such information, support and assistance as they may reasonably require enabling them to discharge their obligations under clause 4.

5. ADMISSION AND REGISTRATION OF STUDENTS

- 5.1 The minimum and maximum number of Students to be admitted onto the Dual Degree Programme, subject to an annual review by the Parties in accordance with relevant objectives and regulations shall be as follows:.
- 5.1.1 the minimum number of Students will be no less than 70;

- 5.1.2 the maximum number of Students will be no greater than 300; and
- 5.1.3 if the number of Students to be admitted is expected to be less than the minimum set out in clause 5.1.1 or more than the maximum set out in clause 5.1.2 in any given year, then the Parties will review the minimum and/or maximum number requirements (as relevant) for that particular year.
- 5.2 CC and UNISTRA shall together determine by mutual agreement which Applicants shall be admitted and registered as Students according to the entry requirements of both CC and UNISTRA and the Admission Criteria.
- 5.3 CC and UNISTRA shall:
 - 5.3.1 manage the admissions process in accordance with admissions procedures which are approved by CC and UNISTRA and which are subject to the UOY's prior written approval;
 - 5.3.2 ensure all Students are able to choose module pathways and undertake modules and their dissertation, in accordance with the relevant UOY Programme Specification; and
- 5.4 The Parties shall ensure that the nature of the relationship between the Parties is made clear to Students and prospective Students. The Parties undertake to one another that they shall not expressly or impliedly hold themselves out as being the counterparties to this Agreement.
- 5.5 All Students shall be enrolled and registered by UNISTRA and CC. Students will be registered with the UOY for the purposes of conferring an Award only.
- 5.6 CC and UNISTRA shall enter into a written agreement with each Student governing their participation on the Dual Degree Programme the form and content of which shall be subject to the UOY's prior written approval. Students will be bound by the Regulations of CC, as approved by the UOY.

6. STUDENT COMPLAINTS

- 6.1 In case of any (academic) complaints from Students relating to the delivery and quality of the Programme complaints, then CC shall immediately inform UOY and UNISTRA of such complaint and provide UOY and UNISTRA with full details thereto. Complaints from Students relating to the delivery and quality of the Programme shall be considered by all the Parties in accordance with CC's student complaints procedures, which shall be subject to the UOY's prior written approval, and the Parties shall consult with each other on handling these.

7. STUDENT SUPPORT

- 7.1 CC shall take primary responsibility for providing Student learning support and pastoral support (to include without limitation careers advice and welfare support).

8. QUALITY CONTROL

- 8.1 The Dual Degree Management Committee shall be responsible for the quality and standards of the Programme in line with the UK Quality Code and relevant French Legislation.
- 8.2 CC shall:
 - 8.2.1 supply to UNISTRA full details of all applicable Programme Specifications, Regulations applicable to the implementation and delivery of the Programme

together with any amendments to such Programme Specifications and Regulations in a timely fashion; and

8.2.2 ensure compliance of the Programmes with the UOY Specifications and Regulations.

8.3 The Parties shall:

8.3.1 ensure that no changes are made to the content of the Dual Degree Programme, method of delivery of the Dual Degree Programmes or modes of assessment without the prior written approval of all Parties;

8.3.2 ensure that the delivery of the Dual Degree Programmes complies with all relevant legal requirements that govern teaching programmes and the requirements of all relevant professional, regulatory and statutory bodies in their respective country; and

8.3.3 fully comply with all relevant provisions of the UK Quality Code in the establishment, delivery and quality of the Dual Degree Programme.

9. MISCELLANEOUS

9.1 CC shall:

9.1.1 ensure such books, journals and other library materials are available to Students to support the Dual Degree Programme as are deemed necessary by the Parties and ensure that all library resources provided by CC, the UOY or UNISTRA for the purposes of delivering the Dual Degree Programme are made available to Students within the terms of all applicable license agreements governing their use;

9.1.2 promptly obtain, maintain and make available to the Students all necessary assets, personnel, software, capital, equipment, catering and other facilities reasonably required for the provision of the Dual Degree Programmes;

9.1.3 ensure that only staff which have been pre-approved by CC are involved in teaching and / or supervising the Programme, and that a sufficient number of staff are available to provide a high quality of teaching to students enrolled on the Programme;

9.1.4 where applicable, obtain and retain all licenses, permits and approvals which are necessary to support the delivery of the Dual Degree Programmes;

9.2 UNISTRA and UOY shall make available and give access to appropriate study spaces and learning resources during the study weeks that students will undertake during the course of the Dual Degree Programme in Strasbourg and York.

10. WARRANTIES AND LIMITATION OF LIABILITY

10.1 Each Party represents and warrants to the other Parties that:

10.1.1 it has full power and authority to execute, deliver and perform its obligations under this Agreement; and

10.1.2 the Agreement is executed on its behalf by a duly authorised representative.

10.2 No Party excludes or limits liability to any other Party for:

- 10.2.1 fraud or fraudulent misrepresentation;
 - 10.2.2 death or personal injury caused by its negligence or the negligence of its employees, agents or sub-contractors (as applicable); or
 - 10.2.3 any matter for which it would be unlawful (pursuant to any applicable law) for the Parties to exclude or restrict liability; or
 - 10.2.4 the indemnity in clause 21.5 (data protection).
- 10.3 Subject to the provisions of clause 10.2, CC, the UOY or UNISTRA shall in no circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- 10.3.1 any indirect or consequential loss; or
 - 10.3.2 any loss of profits, business, business opportunities, revenue, turnover, reputation or goodwill (whether direct or indirect).
- 10.4
- 10.5 Subject to clause 10.2, a Party's total aggregate liability in respect of all claims arising out of or in connection with this Agreement (including the performance or the contemplated performance of this Agreement) in any calendar year in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise shall not exceed one million pounds sterling (£1,000,000).

11. TERMINATION

- 11.1 Any Party shall be entitled to terminate this Agreement immediately on written notice if any Party:
- 11.1.1 commits a material breach of this Agreement (being a single event or a series of events which together constitute a material breach); or
 - 11.1.2 fails to comply with the provisions of clause 20¹;
- which (in each case):
- (i) is incapable of remedy; or
 - (ii) if capable of remedy has not been remedied within forty-five (45) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- 11.1.3 experiences an Insolvency Event;
 - 11.1.4 cease or threatens to cease to carry on business;
 - 11.1.5 commits an act or omits to do any act or thing which causes or should reasonably be expected to cause (in the reasonable opinion of the affected party) material damage to the reputation of that Party; or

¹ ES Note: this reflects the provisions in the Educational Cooperation Agreement.

- 11.1.6 if the Educational Cooperation Agreement expires or is terminated.
- 11.2 For the purpose of clause 11.1.1, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to time of performance (provided that time of performance is not of the essence).
- 11.3 Any Party may terminate this Agreement without cause on not less than six (6) months written notice to the other Parties, such notice to take effect from the end of July in the Academic Year during which the notice was made.
- 11.4 The rights to terminate this Agreement given by this clause 11 shall be without prejudice to any other right or remedy of any Party in respect of the breach concerned (if any) or any other breach.
- 11.5 Following delivery of the notice of termination in accordance with clause 11.1 to 11.3 no new intake of Students shall be recruited.
- 11.6 Termination or expiry of this Agreement, howsoever caused, will:
- 11.6.1 not prejudice any obligations or rights or remedies of any of the Parties which have accrued before termination or expiry; and
- 11.6.2 not affect any provision of this Agreement which is expressly, or by implication, intended to come into effect on, or to continue in effect after, such termination or expiry.
- 11.7 Termination will automatically be discussed by the Parties should the Programme lose its AMBA accreditation.

12. CONSEQUENCES OF TERMINATION

- 12.1 Following expiry or termination of this Agreement howsoever arising, CC and UNISTRA shall ensure that Students undertaking the Dual Degree Programme at the time of such termination or expiry are provided with the opportunity to complete their studies without any adverse impact upon the Student. In accordance with UNISTRA regulations, any student registered on the first year of the programme at the time of Termination will have one further year to complete their studies in order to be eligible for the UNISTRA award. All provisions of this Agreement which govern the Dual Degree Programme or the manner in which they are undertaken by CC and UNISTRA shall remain in force until all Students have completed their Dual Degree Programme.
- 12.2 Following termination of this Agreement under clause 11, the Dual Degree Management Committee shall as soon as possible following notice of termination agree the content of a plan setting out the processes and arrangements that they shall follow leading up to and following the expiry or termination of this Agreement to ensure that they are able to comply with their obligations under this clause 12 and achieve an orderly separation of their affairs, whilst ensuring at all times that the interest of the Students are paramount ("**Exit Plan**"). The Exit Plan requires, in all circumstances, the prior written approval of the UOY and, in providing this approval, the UOY shall be entitled to request and have implemented any reasonable amendments to the Exit Plan.
- 12.3 In the event that either CC or UNISTRA is unable to fulfil its obligation imposed under clause 12.1 ("**Exiting Party**") it shall at its own expense work with the other party to implement the Exit Plan and it shall at its own expense promptly execute such documents, perform such acts and do such things as the other party may reasonably require to enable the Students to complete the Dual Degree Programmes and minimise the disruption to their studies, including, where

necessary and where agreed in advance with the other party, the procurement of a replacement provider. The Exiting Party shall be responsible for and shall fully indemnify the other party against all costs and expenses incurred by it as a result of the Exiting Party's failure to comply with its obligations under clause 12.1.

12.4 Without prejudice to the generality of clause 12.3, the Exiting Party shall promptly provide to the other Parties full copies of all Student records and Programme Materials together with any other information relating to the Dual Degree Programme as may be reasonably required to enable a third party to deliver the Dual Degree Programme.

12.5 Upon termination of this Agreement all rights and obligations of the Parties shall cease to have effect immediately except that expiry and termination shall not affect accrued rights and obligations of the Parties under this Agreement at the date of termination or any provision of this Agreement which is expressly, or by implication, intended to come into effect on, or to continue in effect after, such termination or expiry.

13. DISPUTE RESOLUTION

13.1 Any dispute, claim, difference or question of interpretation arising out of or in connection with this Agreement which arises as between the Parties ("**Dispute**") shall be dealt with in accordance with this clause 13.1.

13.2 In the first instance, each of the Parties shall nominate an appointed point of contact to deal with Disputes and such appointed points of contact will each use their reasonable endeavours to resolve the Dispute.

13.3 If the Dispute cannot be resolved by the appointed points of contact in accordance with clause 13.2, it will be referred to a senior representative of each Party who shall use their reasonable endeavours to resolve the Dispute.

13.4 If a Dispute cannot be resolved by negotiation as referred to in clause 13.3 within thirty (30) days from the date of written notice to any Party of the existence of a Dispute and, failing such amicable settlement, such Dispute shall be referred to mediation in accordance with the mediation procedure for the Centre for Dispute Resolution London ("**CEDR**"), such mediation to be conducted in good faith pursuant to the CEDR Model Mediation Procedure and to be completed within thirty (30) days of signature of the CEDR mediation agreement.

13.5 All negotiations connected with the dispute will be conducted in complete confidence, and the Parties undertake not to divulge details of such negotiations except to their professional advisers who will also be subject to such confidentiality. Such negotiations shall be without prejudice to the rights of the Parties in any future proceedings. In any such negotiations each Party will bear its own legal and other costs, unless otherwise expressly agreed in writing by the Parties.

13.6 If the Parties with (or without) the assistance of the mediator reach agreement on the resolution of the dispute, such settlement agreement shall be reduced to writing and once it is signed by their duly authorised representatives, shall be final and binding on the Parties.

13.7 Any dispute which not resolved within forty (40) days after the commencement of the mediation procedure shall be considered unresolved and any Party may commence proceedings against the other Parties.

13.8 Nothing in this clause 13 shall prevent the Parties commencing or continuing legal proceedings in relation to the Dispute which right shall apply at all times.

14. INFORMATION AND AUDIT REQUIREMENTS

14.1 Each Party shall:

14.1.1 maintain complete, accurate and up to date records in respect of each Student registered on a Dual Degree Programme to include such information as any Party may reasonably require from time to time ("**Student Records**");

14.1.2 maintain complete, accurate and up to date records in relation to the teaching, delivery, content and assessment of the Dual Degree Programmes to include such information as any Party may reasonably require from time to time ("**Programme Records**");

14.1.3 as soon as reasonably practicable upon request and in any event within fourteen (14) days from date of receipt of such request provide a Party with copies of the Student Records and / or the Programme Records and where requested by such Party, such copies to be electronic files provided in accordance with the data specification specified by the requesting Party;

14.1.4 retain complete and accurate Student Records and Programme Records throughout the Term and for a period of at least four (4) years following the expiry or termination of this Agreement; and

14.1.5 provide as soon as reasonably practicable upon request and in any event within ten (10) Working Days of receipt of a request such information and documents relating to the Dual Degree Programmes and the Students as any Party may reasonably require, including updates to Student Records.

14.2 The Parties shall grant each other, their agents and representatives, and to any statutory or regulatory auditors of UNISTRA, CC or the UOY, the right of access to any of their premises, systems, personnel and records as may reasonably required in order to:

14.2.1 verify that the Dual Degree Programme is being delivered in accordance with the terms of the Agreement;

14.2.2 identify suspected fraud or material accounting mistakes; or

14.2.3 fulfil any request by a regulator or auditor of UNISTRA, CC or the UOY made in the course of carrying out its normal functions.

14.3 UNISTRA acknowledges that the UOY is subject to the requirements of the FOIA and UNISTRA agrees that it shall co-operate and provide (any costs or expenses to be covered by UOY) all necessary assistance as may reasonably be requested by UOY to enable the UOY to comply with its obligations under the FOIA.

14.4 CC and UOY acknowledge that the UNISTRA is subject to the requirements of the French Legislation and CC and UOY agree to co-operate and provide (at their own expense) all necessary assistance as may reasonably be requested by UNISTRA to enable the UNISTRA to comply with its obligations under the French Legislation and specific regulations.

15. FINANCIAL ARRANGEMENTS

15.1 1. All students will pay their tuition fees directly to CC.

15.2 CC will transfer the due part of the fees to UNISTRA/FSEG by at latest 30 January of the relevant academic year in question after the commencement of the classes in all cities, as follows:

700 Euros per student for the whole 2 year programme (paid in 2 instalments: 350 Euros per year, per student)

OR

a minimum guarantee of 50.000 Euros per year

Whichever amount is greater.

15.3. All sums payable by CC in accordance with this schedule 3 shall be net of any taxation or VAT or levy imposed by the Greek authorities and of any bank charges involved in the transfer of funds to UNISTRA/FSEG bank account in France, such taxation or charges to be paid in addition by CC.

15.4 CC undertakes to cover all expenses associated with the delivery of all Units:

- All teaching by academic staff, including UNISTRA/FSEG or UoY staff who teach on any Unit of the programme
- Staff travel
- Staff accommodation, lunches and dinners
- Catering for students during the MBA weekends
- External examiners
- Additional organisation cost (visit of firms linked to the course in Strasbourg) are covered by CC
- Student cost (additional meals, hotel, travel) will be charge of the students

15.5 Save as otherwise expressly provided in this Agreement or required by law, all payments to be made by any Party in accordance with the provisions of this article if this Agreement will be made in full and without any set-off or any deduction or withholding including on account of any counter-claim by one Party against another.

16. GOVERNANCE

16.1 The Parties shall establish and operate a Dual Degree Management Committee. The Dual Degree Management Committee (“DDMC”) will be formed by the Parties with each Party having up to 2 members. The DDMC will be responsible for the quality and standards of the Dual Degree Programme and for discussing joint strategies and initiatives and all aspects of the relationship between the Parties pursuant to this Agreement. The Dual Degree Management Committee shall report to the Strategy Group, which is the highest level of governance of the relationship between UOY and CC in relation to the Dual Degree Programme, and to the FSEG Council.

16.2 The Dual Degree Management Committee will also approve by unanimous decision the appointment of the Programme Director from CC who shall be the chair of Dual Degree Management Committee.

16.3 The Programme Director shall be responsible for the day to day operational management of the Dual Degree Programme and have such responsibilities in relation to the Dual Degree Programmes as the Dual Degree Management Committee may direct from time to time.

16.4 UNISTRA shall appoint an Academic Director who will be a member of the Dual Degree Management Committee and will work with the Programme Director to ensure the smooth running of the Dual Degree Programme.

16.5 Details of the DDMC missions and regulations are listed in Schedule 2.

16.6

17. ANTI BRIBERY PROVISIONS

17.1 Each Party shall:

17.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the BA (the "**Relevant Requirements**");

17.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the BA if such activity, practice or conduct had been carried out in the UK;

17.1.3 comply with the UOY's and UNISTRA's ethics, anti-bribery and anti-corruption policies ("**Relevant Policies**");

17.1.4 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures:

17.1.4.1 (as referred to in section 7(2) of the BA and any guidance issued under section 9 of the BA) designed to prevent any associated person from undertaking any conduct which would give rise to an offence under section 7 of the BA;

17.1.4.2 to ensure compliance by it and use its reasonable endeavours to ensure that its employees, contractors and agents who are performing services in connection with this Agreement with the Relevant Requirements, the Relevant Policies and clause 17.1.2,

and to enforce these policies and procedures where appropriate;

17.1.5 immediately report to the other Parties where any:

17.1.5.1 breach by it (or anyone employed by it or acting on its behalf) of clause 18.1.1 or 18.1.4.1 is suspected or known and respond promptly to enquiries from the other Parties and co-operate with any investigation;

17.1.5.2 request or demand for any undue financial or other advantage of any kind is received by it in connection with the performance of this Agreement;

17.1.6 immediately notify the other Party (in writing) if a foreign public official becomes an officer or employee or acquires a direct or indirect interest (and each Party warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement) (though the Parties explicitly agree that this notification obligation in this clause is not applicable to public sector employees / or agents of UNISTRA); and

17.1.7 upon the request of the other Party, certify to the other Party in writing signed by an officer of that Party, compliance with this clause 17.1 by it and all persons associated with it. The certifying Party shall provide such supporting evidence of compliance as the other Party may reasonably request.

17.2 Breach of this clause 18 shall be deemed a material breach of the Agreement.

- 17.3 For the purpose of this clause 18, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

18. INTELLECTUAL PROPERTY

Branding and Advertising and Promotional Literature Relating to the Dual Degree Programmes

- 18.1 All Background IPR and Third Party IPR is and shall remain the exclusive property of the Party owning it. Where works and materials are created jointly by the Parties in connection with the Dual Degree Programmes, the Intellectual Property Rights subsisting in such works or material shall be jointly owned by the Parties.

- 18.2 The UOY has granted to CC a non-exclusive, non-transferable licences to use:

18.2.1 the UoY's Crest and Name; and

18.2.2 the Programme IPR subsisting in or relating to any work and materials which the UOY creates or develops in connection with the Dual Degree Programmes

(together the "UOY IPR").

CC has no entitlement to sub-licence the UOY IPR without the prior written approval of the UOY. The UOY hereby approves the sub-licence of the UOY IPR by CC to UNISTRA.

- 18.3 CC hereby grants UNISTRA a non-exclusive, non-transferable, royalty free licence to UNISTRA to use during the term of the Agreement :

18.3.1 the UOY IPR (with no right for UNISTRA to sub-licence its rights);

18.3.2 CC's Crest and Name; and

18.3.3 the Programme IPR subsisting in or relating to any work and materials which the CC creates or develops in connection with the Dual Degree Programmes.

- 18.4 UNISTRA hereby grants CC and UOY a non-exclusive, non-transferable, royalty free licence to CC and UOY to use during the term of the Agreement:

18.4.1 the UNISTRA IPR (with no right for CC and UOY to sub-licence its rights);

18.4.2 UNISTRA's Crest and Name; and

18.4.3 the Programme IPR subsisting in or relating to any work and materials which the UNISTRA creates or develops in connection with the Dual Degree Programmes.

- 18.5 The IPR licenced pursuant to clauses 19.2, 19.3 and 19.4 is defined (individually and collectively) as the "**Branding**", The Parties agree that the Branding may be used for following purposes:

18.5.1 for the marketing and advertising of the Dual Degree Programmes;

18.5.2 in connection with the production of course materials provided that such use is at all times in accordance with the usage guidelines provided by any of the Parties from time to time; and

18.5.3 to deliver the Dual Degree Programme

(together "**Permitted Purposes**").

No Party shall be obliged to maintain any registrations for the Branding and no warranty is made as to their validity or enforceability.

- 18.6 All advertising, marketing and promotional literature relating to the Dual Degree Programmes will contain the Branding of CC and UNISTRA and UOY. All branding, advertising and promotional materials will respect the rules relating to the Branding of UNISTRA, UOY and CC and will require prior written approval from UNISTRA, CC and UOY (in the UOY's case by notification by email to marketing-support@york.ac.uk, copying international@york.ac.uk)
- 18.7 The Parties shall not use each other's Branding in any way which would tend to allow them to become generic, lose distinctiveness, be likely to mislead the public or be materially detrimental to or inconsistent with the good name, goodwill and reputation of the Parties as applicable.
- 18.8 The Parties shall respond in a timely fashion to all requests for approval made pursuant to clause 19.6 and 19.10 and in any event by no later than twenty-one (21) days from receipt of the request. If the relevant Party fails to respond to a request within the aforementioned timeframe, such failure to respond shall not be deemed to constitute such Party's approval. A Party retains the right to refuse to approve a request.
- 18.9 The Parties warrant and confirm to one another that they will at all times comply with the terms of the license to use each other's IPR granted to them pursuant to this Agreement and without limitation shall:
- 18.9.1 comply with all usage instructions issued by either UNISTRA or the UOY from time to time; and
- 18.9.2 not use another Party's Crest and Name without the prior written approval of the Party owning the relevant Crest and Name.
- 18.10 No Party shall do anything which diminishes the rights of the other Parties in their Branding nor shall any Party claim any title in such Branding other than as a licensee under the terms of the licence above.
- 18.11 All goodwill derived from the use by UNISTRA of the Branding of UOY and/or of CC shall accrue to and belong to the UOY or CC as applicable, and insofar as any such goodwill does not accrue (or is held not to have accrued) to the UOY or CC, UNISTRA shall hold it in trust for the UOY or CC as applicable and shall upon request execute such documents and give such assistance to the UOY or CC as such Party may reasonably require to secure the vesting in the UOY or CC of all such goodwill.
- 18.12 All goodwill derived from the use by CC and/or UOY of the Branding of UNISTRA shall accrue to and belong to UNISTRA, and insofar as any such goodwill does not accrue (or is held not to have accrued) to UNISTRA, CC and/or UOY shall hold it in trust for UNISTRA and shall upon request execute such documents and give such assistance to UNISTRA as such Party may reasonably require to secure the vesting in UNISTRA of all such goodwill.
- 18.13 The Parties undertake to one another that they shall not apply to register as trade marks any of the Branding owned by any other Party, nor use or apply to register any other mark(s) which (in the sole opinion of the owning Party) so resemble the Branding as to be likely to cause confusion or deception with or in relation to any goods or services except as permitted in writing by the owning Party.

- 18.14 If any Party at any time challenges the validity of the Branding owned by another Party then the licence to use the Branding shall terminate with immediate effect.
- 18.15 Upon expiry or termination of this Agreement for any reason, UNISTRA shall immediately stop using all or any part of the Branding of UOY and/or of CC and UOY and CC shall immediately stop using all or any part of the Branding of UNISTRA.
- 18.16 Except as expressly provided for within this Agreement no Party shall, by virtue of this Agreement, obtain or claim any right title or interest in any other Parties Intellectual Property Rights.
- 18.17 To the extent that it is able to do so, UNISTRA/FSEG hereby grants (and where applicable shall procure that its employee's agents or sub-contractors shall grant) to CC a worldwide, perpetual, non-exclusive, irrevocable, sub-licensable, royalty free, licence to use, copy, print, distribute, exploit and modify all Programme IPR provided by UNISTRA, but only with the explicit written permission of UNISTRA/FSEG, and subject to adherence to UNISTRA's requirements for use of its branding elements according to UNISTRA's communication policies and legal regulations, in order to give effect to the terms of this Agreement, and for the purpose of delivering the Dual Degree Programmes.
- 18.18 In case of expiry or termination of this Agreement howsoever arising, UOY, CC and UNISTRA will cease to use each other's Branding. To the extent that the forgoing is ineffective to grant such licence, the Parties shall (and where applicable shall procure that their employee's agents or sub-contractors shall), if so requested, take all such steps and execute all such documents as Parties may direct as may be necessary to give effect to this clause 19.18.
- 18.19 To the extent that UNISTRA in connection with the Dual Degree Programmes makes use of or incorporates any Programme IPR belonging to a third party ("**Third Party IPR**"), UNISTRA shall use all reasonable endeavours to procure that such third party grants to the CC and the UOY (where relevant) a worldwide, perpetual, non-exclusive, irrevocable, sub-licensable, royalty free, licence to use, copy, print, distribute, exploit and modify such Third Party IPR for any purpose connected with the Dual Degree Programmes during or following completion of the Dual Degree Programmes.
- 18.20 To the extent that CC in connection with the Dual Degree Programmes makes use of or incorporates Third Party IPR, CC shall use all reasonable endeavours to procure that such third party grants to UNISTRA a worldwide, perpetual, non-exclusive, irrevocable, sub-licensable, royalty free, licence to use, copy, print, distribute, exploit and modify such Third Party IPR for any purpose connected with the Dual Degree Programmes during or following completion of the Dual Degree Programmes.
- 18.21 UNISTRA hereby indemnifies and holds harmless CC and UOY in full against any and all loss, damages and costs suffered or incurred by CC and UOY arising out of any breach by UNISTRA of its obligations under this clause 19. UOY hereby indemnifies and holds harmless UNISTRA in full against any and all loss, damages and costs suffered or incurred by UNISTRA arising out of any breach by UOY of its obligations under this clause 19.
- 18.22 CC hereby indemnifies and holds harmless UNISTRA in full against any and all loss, damages and costs suffered or incurred by CC arising out of any breach by CC of its obligations under this clause 19.

19. CONFIDENTIALITY

- 19.1 Where a Party ("**Recipient**") receives Confidential Information from another Party ("**Disclosing Party**") under or in connection with this Agreement the Recipient will, during the

term of this Agreement and for a period of seven (7) years after termination or expiry of this Agreement:

19.1.1 keep that Confidential Information strictly confidential;

19.1.2 not use, reproduce, or record in any medium or form any of the Disclosing Party's Confidential Information except to the extent that it is strictly necessary for the proper purposes of this Agreement; and

19.1.3 not disclose the Disclosing Party's Confidential Information to any third party;

except as provided in clauses 19.2 and 19.3, or with the Disclosing Party's prior written consent.

19.2 The Recipient may disclose the Disclosing Party's Confidential Information to those of its directors, employees, professional advisers, auditors, funders, permitted assignees, permitted sub-contractors and agents who reasonably require the information for the purposes of this Agreement and the Recipient will use its reasonable endeavours to ensure that such persons to whom it has disclosed the Disclosing Party's Confidential Information pursuant to this clause 19.2 keep such Confidential Information strictly confidential.

19.3 The obligations under clause 19.1 shall not extend to any information which:

19.3.1 was in the public domain at the time so disclosed or that passes into the public domain after it has been disclosed without the Recipient being in breach of any obligation of confidentiality;

19.3.2 is required to be disclosed pursuant to any applicable statute, regulation or ordinance;

19.3.3 that is given to the Recipient by a third party who is lawfully entitled to disclose it and has no duty to respect any right of confidence in the information;

19.3.4 that was already known (or had been lawfully independently generated) by the Recipient prior to its receipt or disclosure;

19.3.5 is required to be disclosed pursuant to any applicable law, statute, regulation or ordinance (provided, in the case of a disclosure under the FOIA, none of the exceptions to that Act applies to the information disclosed) or the order of any regulator authority or by a decision of any court or tribunal to disclose such information and the Party required to make that disclosure has (unless it is unlawful to do so) informed (giving reasonable notice thereof) the other Party of the requirement to disclose and the information required to be disclosed.

19.4 UNISTRA acknowledges and agrees that CC may disclose to UNISTRA Confidential Information belonging to UOY for the purposes of this Agreement and that such information shall be treated as the Confidential Information of CC and all of the obligations of confidentiality imposed by this clause 20 shall apply to such information.

19.5 UOY acknowledges and agrees that CC may disclose to UOY Confidential Information belonging to UNISTRA for the purposes of this Agreement and that such information shall be treated as the Confidential Information of UNISTRA and all of the obligations of confidentiality imposed by this clause 20 shall apply to such information.

20. DATA PROTECTION, FOIA, EIR, EA, HRA, ANTI-SLAVERY, CTSA AND CMA

- 20.1 All Personal Data relating to Students and other individuals, which is created pursuant to this Agreement shall be processed fairly by UNISTRA in accordance with the Data Protection Legislation and all other relevant data protection legislation and in accordance with the reasonable instructions of CC, subject at all times to its overriding obligation to comply with Data Protection Legislation.
- 20.2 The Parties are aware of their obligations under Data Protection Legislation and all other relevant data protection legislation and agree to comply with their obligations under such legislation including agreement on a comprehensive data sharing agreement.
- 20.3 Where acting as Controllers, the Parties shall comply with their obligations under the Data Protection Legislation.
- 20.4 Unless otherwise required by the operation of law, the Parties shall keep confidential at all times any and all Personal Data received from the other relating to Students, staff and tutors, and their performance and progress. No Personal Data received from the other Parties shall be divulged to any third party without the prior written approval of the individual to whom such Personal Data relates or the other Party save that 21.4.1 a Party may disclose such Personal Data as may be necessary to comply with any applicable statutory or regulatory requirement; and
- 20.4.2 CC may disclose such Personal Data to the UOY and UNISTRA shall ensure that all necessary permissions from the Data Subjects are obtained to enable such transfer.
- 20.5 Where a Party is acting as a Processor of Personal Data within the meaning of Data Protection Legislation it undertakes that it shall:
- 20.5.1 comply with Data Protection Legislation and only process the Personal Data received from another Party or collected on its behalf for the purposes of this Agreement ("**Agreement Data**") in accordance with the strict instructions of that Party, subject to its overriding obligation to comply with Data Protection Legislation, for the purpose and to the extent of discharging its obligations under this Agreement;
- 20.5.2 not cause any other Party to breach its own obligation under Data Protection Legislation nor engage or use any third party for the Processing of Personal Data without the prior written consent of the other Parties;
- 20.5.3 notify the other Parties without undue delay and no later than 48 hours after becoming aware of a Data Security Incident;
- 20.5.4 take appropriate technical and organisational measures to:
- 20.5.4.1 ensure that a level of security appropriate to the risk presented by Processing the Personal Data is implemented;
- 20.5.4.2 ensure that any individual authorised to Process Personal Data is subject to confidentiality obligations and is aware of and complies with clause 21;
- 20.5.4.3 prevent unauthorised or unlawful processing, disclosure or access or, accidental loss or destruction of or damage to Agreement Data and notify the other Parties without undue delay if it identifies any areas of

actual or potential non-compliance with Data Protection Legislation and/or this clause 21.5;

- 20.5.5 upon a Party's reasonable request, co-operate and assist such Party to the extent reasonably practicable with the fulfilment of its obligations in respect of Data Protection Legislation, including any request or complaint received from a Data Subject, and it shall promptly (and in any event within 72 hours) notify the other Parties of any such complaint or request it receives under the Data Protection Legislation or communication or complaint that it receives from a Data Subject or Supervisory Authority or other third party in connection with Personal Data;
 - 20.5.6 upon a Party's reasonable request, permit that Party to inspect its Processing facilities, data files and documentation used for such Processing and shall co-operate with any inspection, provide any additional information requested by the other Party and remedy any issues identified by the other Party as part of the inspection and, at the option of the Party permanently and securely delete or return to the Party all Personal Data promptly after the termination of this Agreement and securely delete any copies;
 - 20.5.7 if it Processes the Agreement Data outside of the European Economic Area, it shall, prior to the receipt of any Agreement Data, enter into a data transfer agreement based on the EU Model Clauses with the relevant Party covering the scope of the proposed Processing; and
 - 20.5.8 not make a Restricted Transfer without the prior written consent of the other Parties. If the consenting Parties gives their prior written consent to a Restricted Transfer, before making that Restricted Transfer the requesting Party will demonstrate or implement, to the reasonable satisfaction of the other Parties, that appropriate safeguards for that Restricted Transfer in accordance with Data Protection Legislation are in place and undertakes to ensure that enforceable rights and effective legal remedies for Data Subjects are available. To the extent that any safeguards are deemed at any time not to provide an adequate level of protection in relation to the Personal Data, the requesting Party will implement such alternative measures as may be reasonably required by the consenting Parties to ensure that the relevant Restricted Transfer and all resulting Processing are compliant with Data Protection Legislation.
- 20.6 Each Party shall fully indemnify the other Parties against all Liabilities incurred by such Parties arising out of or in connection with any breach by the indemnifying party of its employees or agents to comply with its obligations in respect of Data Protection Legislation and of any of its obligations under this clause 21 (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations).
- 20.7 UNISTRA and CC acknowledge that UOY is subject to the requirements of the FOIA, the EIR, the Modern Slavery Act, the CTSA and Consumer Laws ("**Requirements**"). UNISTRA and CC agree that they shall co-operate and provide (at their own expense) all necessary assistance as may reasonably be requested by UOY to enable the UOY to comply with its obligations under the Requirements.
- 20.8 Each Party shall:
- 20.8.1 not, and shall use reasonable endeavours to ensure that, its employees, contractors and agents shall not, discriminate directly or indirectly against any person on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy of maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation;

- 20.8.2 not, and shall use reasonable endeavours to ensure that, its employees, contractors and agents shall, at all times comply with and act in a way which is compatible with the EA and the HRA and the equality duty imposed by that Act;
- 20.8.3 ensure that Slavery and Human Trafficking is not taking place in any part of its business or in any part of its supply chain and ensure that each of its suppliers and subcontractors comply with the policy of the UoY on anti slavery as provided to CC and UNISTRA by the UOY from time to time;
- 20.8.4 notify the other parties as soon as it becomes aware of:
 - 20.8.4.1 any actual or suspected slavery or human trafficking in any part of its business or supply chain which has a connection to this Agreement;
 - 20.8.4.2 any suspected or known breach on its part (or by anyone employed by it or acting on its behalf) of clause 21.8.3
- 20.8.5 act in a manner that is consistent with the UOY's and UNISTRA's policies on counter terrorism, freedom of speech and academic freedom from time to time;
- 20.8.6 in their dealings with Students make every effort to comply with Consumer Laws, taking particular account of the CMA Guidance;
- 20.8.7 not engage in any activity, practice or conduct which would constitute an offence under the Consumer Laws (whether such act was committed in the UK or not); and
- 20.8.8 notify the other parties immediately of any actual or suspected breach on its part (or by anyone employed by it or acting on its behalf) of clauses 21.8.6 and 21.8.7.
- 20.9 Article 21 will serve as a basis for exchanges between the Parties and their respective Data protection officer (DPO) to edit a schedule relating to the processing of personal data, in accordance with the provisions of the Regulation (EU) 2016/679 General Data Protection Regulation (GDPR). In particular articles 26 and 28.

21. THIRD PARTY RIGHTS

- 21.1 A person who is not a party to this Agreement will not have any right under the Contracts (Rights of Third Parties) Act 1999 ("CRTPA"), to enforce any term of the Agreement. This clause 21 will not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to CRTPA.

22. FORCE MAJEURE

- 22.1 If and to the extent that a Party is prevented or delayed by a Force Majeure Event from performing any of its obligations under this Agreement and promptly so notifies the other Parties, specifying the matters constituting the Force Majeure Event together with such evidence in verification thereof as it can reasonably give and specifying the period for which it is estimated that the prevention or delay will continue, then the Party so affected shall be relieved of liability to the other Parties for failure to perform or for delay in performing such obligations (as the case may be) and shall not be in breach of the terms and conditions of this Agreement as a result of that failure or delay, but shall nevertheless use its reasonable endeavours to resume full performance thereof.
- 22.2 If the Force Majeure Event continues for a period of two months or more following notification, a Party not affected by the Force Majeure Event may terminate this Agreement by

giving not less than thirty (30) days prior notice to the other Party, but the notice of termination shall be of no effect if the Party affected by the Force Majeure Event resumes full performance of its obligations before the expiry of the notice period.

23. ASSIGNMENT AND SUB-CONTRACTING

- 23.1 No Party will assign, transfer or charge all or any of its rights, benefits, interests, liabilities or obligations under or in connection with this Agreement without the prior written consent of the other Parties.
- 23.2 No Party will, without the prior written consent of the other Parties, sub-contract the performance of any of its obligations under this Agreement.

24. NOTICES

- 24.1 Any notice (which term shall in this clause include any other communication) required to be given under this Agreement or in connection with the matters contemplated by it shall, except where otherwise specifically provided, be in writing in the English language.
- 24.2 Any such notice shall be sent by e-mail to that Party's e-mail address as provided for in clause 25.3 and notice shall be deemed to have been served at the time of sending the e-mail.
- 24.3 The e-mail addresses for each Party are set out below and may be changed by a Party giving at least seven (7) Working Days' notices in accordance with this clause 25:

Name: CITY COLLEGE, UNIVERSITY OF YORK EUROPE CAMPUS

To: rhodes@york.citycollege.eu

With a copy to: kapnopoulou@york.citycollege.eu

Name: UNIVERSITY OF STRASBOURG

To: guittard@unistra.fr

With a copy to: burger@unistra.fr

Name: UNIVERSITY OF YORK

To: international@york.ac.uk

With a copy to: legal@york.ac.uk

25. RELATIONSHIP OF THE PARTIES

- 25.1 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties, or to authorise any Party to act as agent for any other, and no Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

25.2 Each Party warrants and represents that it is entering into this Agreement as principal and not as agent for any person and shall act as an independent contractor in carrying out its obligations under this Agreement.

25.3 Any act or omission of any subsidiary, employee, contractor, representative or agent of any of the Parties involved in the performance of this Agreement shall be considered in relation to this Agreement as an act or omission by the subsidiary, employee, contractor, representative or agent acting on behalf of any of the Parties.

26. SEVERENCE

If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

27. WAIVER

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

28. VARIATION

No variation or waiver of any of the terms of this Agreement shall be valid unless it is in writing, and signed by the Parties, or on behalf of, each Party.

29. ENTIRE AGREEMENT

29.1 This Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in them and supersedes any previous agreement or understanding between any of the Parties relating to such matters.

29.2 Each Party acknowledges that it has not relied on, and subject to clause 10.2 will have no remedies (whether in equity, contract, tort (including negligence or negligent misstatement), for breach of statutory duty, for misrepresentation (including innocent or negligent misrepresentation) or in any other way) for, any representation which is not expressly set out in this Agreement. Subject to clause 10.2, no Party will be liable for innocent or negligent misrepresentation or negligent misstatement, in respect of any representation which is set out in this Agreement

30. GOVERNING LAW

30.1 This Agreement, and any dispute or non-contractual obligation arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales.

30.2 Each Party irrevocably agrees that all disputes arising out of or in connection with this Agreement shall be exclusively governed by and determined in accordance with English law. Each Party expressly submits to the exclusive jurisdiction of the English Courts.

31. COUNTERPARTS

31.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

31.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.

31.3 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

33. LANGUAGE

This Agreement is drawn up in French and English, both texts being equally authentic, as the French version constituting a certified translation of the English version

IN WITNESS whereof the Parties have executed this Agreement the day and year first above written.

SCHEDULE 1: DUAL DEGREE PROGRAMME

1.1

TITLE	MBA with the following 6 areas of specialization: <ol style="list-style-type: none"> 1. MBA in General Management 2. MBA in Marketing 3. MBA in Finance 4. MBA in Logistics and Supply Chain Management 5. MBA in Human Resource Management 6. MBA in Healthcare Management
UOY AWARD	MBA with the following 6 areas of specialization: <ol style="list-style-type: none"> 1. MBA in General Management 2. MBA in Marketing 3. MBA in Finance 4. MBA in Logistics and Supply Chain Management 5. MBA in Human Resource Management 6. MBA in Healthcare Management
UNISTRA AWARD	MBA with the following 6 areas of specialization: <ol style="list-style-type: none"> 1. MBA in General Management 2. MBA in Marketing 3. MBA in Finance 4. MBA in Logistics and Supply Chain Management 5. MBA in Human Resource Management 6. MBA in Healthcare Management
LENGTH OF PROGRAMME	26 months
ENTRY REQUIREMENTS	<ul style="list-style-type: none"> • A minimum of 3–5 years professional work experience • English language qualification: IELTS (Academic) with overall score 6.5 or above, with at least 5.5 in each component or TOEFL internet-based test (IBT) with overall score 88 or above, with at least 17 in Listening, 17 in Writing, 18 in Reading and 20 in Speaking or equivalent. qualification • Undergraduate degree from an accredited institution in any discipline

SCHEDULE 2: DUAL DEGREE MANAGEMENT COMMITTEE

DUAL DEGREE MANAGEMENT COMMITTEE TERMS OF REFERENCE

- 32. The Dual Degree Management Committee shall meet at least twice a year (or more frequently if requested by any Party) and will:
 - 32.1 provide the leadership role and strategic direction, including appointment of the Programme Director under s.17.2 above;
 - 32.2 be responsible for all management, administration and financial aspects of the Dual Degree Programme;
 - 32.3 review the health, performance and direction of the relationship between the Parties in relation to the Dual Degree Programme;
 - 32.4 review and discuss (as appropriate) topics identified by any Party (if any) relating to any further business opportunities or any other areas of common interest in relation to the Dual Degree Programme;
 - 32.5 share relevant planning information that may assist in the smooth running of the "relationship" to the benefit of the Parties in relation to the Dual Degree Programme(s);
 - 32.6 share business strategy in its widest sense to ensure optimal joint understanding and to identify exploitation opportunities in relation to the Dual Degree Programme;
 - 32.7 carry out the specific obligations attributed to it in this Agreement;
 - 32.8 undertake academic development and quality assurance activities in relation to the Dual Degree Programme as required by each Party and in accordance with the regulations of the Awarding Bodies;
 - 32.9 review causes and outcomes of any non-academic disputes;
 - 32.10 review the quality of Students admitted to the Dual Degree Programme and the performance of Students as they progress through their studies of the Dual Degree Programme;
 - 32.11 review the governance structure under this Agreement to ensure it remains fit for purpose;
 - 32.12 each of the Party's committee members will report back to their respective internal committees as appropriate;
 - 32.13 review this Agreement against current business requirements to ensure it remains fit for purpose.

SCHEDULE 3: FINANCIAL ARRANGEMENTS

Signed for and on behalf of the **CITY**)
COLLEGE UNIVERSITY OF YORK)
EUROPE CAMPUS by:

Signature

Name (block capitals)

**Director/authorised
signatory**

Signed for and on behalf of the **UNIVERSITY**)
OF STRASBOURG by:

Signature

Name (block capitals)

**Director/authorised
signatory**

Signed for and on behalf of the **UNIVERSITY**)
OF YORK by:

Signature

Name (block capitals)

Authorised signatory

Extrait de procès-verbal du conseil de la Faculté des Sciences économiques et de gestion du 9 avril 2021

POINT 4-2 : Création de nouvelles formations : Diplôme d'Université « Pan-european executive Master of Business Administration »

Le conseil de la Faculté des sciences économiques et de gestion s'est réuni, à distance, le vendredi 9 avril 2021 à 10h.

Le conseil a examiné la création **du Diplôme d'Université « Pan-european executive Master of Business Administration » à compter de la rentrée 2021/2022** dans le document joint en annexe.

Les membres du conseil de la Faculté ont voté à l'unanimité en faveur de la création du Diplôme d'Université « Pan-european executive Master of Business Administration » à compter de la rentrée 2021/2022.

Fait à Strasbourg, le 9 avril 2021.

Le doyen,

Claude GUITTARD



Extrait de procès-verbal du conseil de la Faculté des Sciences économiques et de gestion du 9 avril 2021

POINT 7-2 : Convention entre l'Université d'York, le City College de l'Université d'York-Campus européen de Thessalonique et l'université des Strasbourg pour le compte de sa Faculté des sciences économiques et de gestion pour la mise en œuvre du MBA Pan-european executive Master of Business Administration

Le conseil de la Faculté des sciences économiques et de gestion s'est réuni, à distance, le vendredi 9 avril 2021 à 10h.

La convention précise les modalités d'organisation et de gouvernance du programme présenté également dans le document de la création de la maquette du MBA.

Il s'agit d'une version qui a fait l'objet d'une expertise par la DES et la DRI n date du 6 avril 2021.

Après examen des dossiers, les membres du conseil de la Faculté ont voté à l'unanimité en faveur de la convention entre l'Université d'York, le City College de Thessalonique et l'Université de Strasbourg pour le compte de sa Faculté des sciences économiques et de gestion pour la mise en œuvre du MBA Pan-european executive.

Fait à Strasbourg, le 9 avril 2021.

Le doyen,

Claude GUITARD

