



MEMORANDUM OF UNDERSTANDING

between the

European Students' Union (ESU)

and the

Catalan University Quality Assurance Agency, AQU Catalunya (AQU Catalunya)

This Memorandum of Understanding is made between the **European Students' Union**, located at Mundo-Madou. Avenue des Arts 7/8, 1210 Bruxelles.

and the

Catalan University Quality Assurance Agency, AQU Catalunya (hereinafter referred to as "AQU Catalunya"), located at C. d'Enric Granados, 33, 08007 Barcelona, Spain.

Whereas

The European Students' Union (ESU) is the umbrella organization of 45 National Unions of Students (NUS) from 40 countries. The aim of ESU is to represent and promote the educational, social, economic and cultural interests of students at the European level towards all relevant bodies and in particular the European Union, Bologna Follow Up Group, Council of Europe and UNESCO. Through its members, ESU represents almost 20 million students in Europe.

The Catalan University Quality Assurance Agency, AQU Catalunya, is regulated by the Act 15/2015 on the Catalan University Quality Assurance Agency (Published in the Official Journal of the Government of Catalonia, DOGC, dated 23 July 2015). AQU Catalunya, is the main instrument for the promotion and assurance of quality in the Catalan higher education system. AQU Catalunya is entrusted with the assessment, accreditation and certification of quality in the higher education institutions in Catalonia. AQU Catalunya is full member of the European Association for Quality Assurance in Higher Education (ENQA) and has been one of the first three agencies to be included in the European Quality Assurance Register for Higher Education (EQAR). AQU is hosting (2013 to 2021) the INQAAHE Secretariat (International Network for Quality Assurance Agencies in Higher Educations). Also is member of the Spanish Network of Spanish Quality Assurance Agencies (REACU). AQU Catalunya was the first European quality agency to be ISO certified.

ESU and AQU Catalunya

ESU and AQU Catalunya agree through this Memorandum of Understanding (MOU) a partnership between AQU Catalunya and the European Students' Union and define the procedures related to the students' participation in quality assurance in the framework of the accreditation process of degrees of AQU Catalunya.

This MOU is not intended to create legally binding relations between the parties, and neither party has the authority to act on behalf of or otherwise bind the other party. However, ESU and AQU Catalunya agree to work together to implement this MOU in good faith.



Requests and selection of student experts

ESU will nominate student experts to take part in evaluation panels coordinated by AQU Catalunya on a request basis. The selection process must follow the criteria provided by AQU Catalunya secretariat to ESU's Steering Committee contact person within ESU's quality assurance student experts pool (later referred to as "ESU's QA Pool"). Students to be nominated are to be selected from ESU's QA Pool, at ESU's discretion.

After ESU's QA Pool Steering Committee has informed AQU Catalunya of the nomination(s), AQU Catalunya will approve the nomination(s) and inform ESU's QA Pool Steering Committee about the final decision. ESU can nominate more than one person for a particular review. AQU Catalunya is responsible for the final selection of a candidate. AQU Catalunya will notify ESU's QA Pool Steering Committee and the selected student expert of the final decision as soon as it is made.

Requests for student expert nominations should be communicated to ESU's QA Pool Steering Committee at least one month before the nomination is needed.

Working with ESU's student experts

It is the responsibility of AQU Catalunya to decide on the composition of individual evaluation teams, including the student expert. AQU Catalunya will communicate directly with student experts chosen on all matters directly related to the organisation and conduction of evaluations (i.e. travel details, arrangements regarding site visits, provision of additional material and information regarding each evaluation etc.).

Still, ESU must be notified about any changes related to the general organisation or way in which evaluations are conducted (i.e. travel details, reimbursements, and other arrangements regarding site visits and the organisation of reviews).

Any pool members that are participating in AQU Catalunya's procedures as a result of ESU's QA Pool Steering Committee nomination shall at all times be treated as equal members of the review panels. AQU Catalunya and its partners will ensure the safety of student experts.

The main tasks of ESU's QA Pool member in the frames of a particular review will include:

- *An analysis of the review documents prior to the site visit;*
- *Introduce preliminary findings at "Avalua" platform;*
- *Participation in the preparatory meeting(s) and/or training(s) for the panel members prior to the site visit;*
- *Participation in the entire site visit;*
- *Contribution to the report of the review process and recommendations after the site visit.*

In case misconduct is detected from a student member of a review panel or toward a student member of a review panel, the two organisations shall cooperate immediately towards solving and improving the situation.

Student experts nominated by ESU will be referred to in any reports or other published information as



"Member of the European Students' Union Quality Assurance Student Experts Pool".

Remuneration for students

AQU Catalunya pays remuneration to all ESU's QA Pool student experts involved in reviews by AQU Catalunya, as to all other team members with the same responsibilities, following the fees approved by AQU Catalunya's Governing Board.

This remuneration shall be transferred to the student-expert after the site visit has taken place following the internal procedures of AQU Catalunya. In case the internal procedure for reimbursement changes, AQU Catalunya will have the right to adapt this procedure accordingly. AQU Catalunya takes note to inform ESU about the transfer of the payment and is aware that the student-expert will pay a solidarity fee to ESU for covering the organisation's costs of administration and students' training. The solidarity fee is settled by an agreement between the members of ESU's QA Pool and ESU.

Travel arrangements and reimbursement procedure (if applicable)

The travel arrangements are handled by AQU Catalunya. AQU Catalunya is always responsible for such payments by making the travel arrangements itself.

Any additional travel insurance required by the student expert for the purposes of fulfilling his/her duties will be reimbursed by AQU Catalunya.

Referral to both parties and use of logos

As partners, both parties can display the other's logos on their websites, presentations and printed materials for the duration of this agreement. The logos must be presented as stipulated by the graphics requirements of both parties. The contact person from each organisation will provide the necessary guidelines to ensure the correct application of logos and visual identity.

Logos and visual identity of the organisations will not be used for any other purpose outside the activities where both organisations are collaborating. The use of logos or other visual identifiers of the two organizations for promoting different commercial or non-commercial activities outside the scope of this agreement is prohibited.

Feedback

ESU and AQU Catalunya may organise case by case internal feedback sessions regarding the student participation in AQU Catalunya's procedures and the partnership between the two organisations.

A feedback meeting shall be organised at least annually between ESU's QA Pool Steering Committee and AQU Catalunya, during which any adjustments to the criteria for the selection of the students and any changes to procedures shall be discussed beforehand. The general internal feedback gathered should be shared in an aggregated manner during the annual feedback meeting.

Contact persons

ESU and AQU Catalunya nominate contact persons for this cooperation on an annual basis. These persons maintain active communication and a regular feedback loop regarding student participation in AQU Catalunya's activities.



Confidentiality, Data Protection and Governing laws

The information included in this MoU is within the legal framework of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and all data received is therefore legally protected.

Confidentiality:

- Both parties hereby further agree that during implementation of the action and even after the term of the MOU, both parties must treat with confidentiality any confidential information and documents.
- Both parties may only use confidential information and documents for a reason other than to fulfil their obligations under the MoU if they have first obtained the prior written agreement from the other party.

The confidentiality obligations do not apply if:

- The disclosing party agrees to release the other party from those obligations;
- The confidential information or documents become public through other means than a breach of the confidentiality obligations;
- The disclosure of confidential information or documents is required by law.

This agreement shall be interpreted according to the Law of Spain.

Miscellaneous

The agency agrees not to collaborate with the members of ESU's QA Pool or any students nominated by ESU outside the procedures set out in this agreement, except the cases in which students could be appointed by their national agency as a consequence of their national Quality Assurance pool membership.

Before starting the evaluation procedure, AQU Catalunya appoints the student member of the panel. The student member has to sign the code of ethics of AQU Catalunya and has to complete his/her CV and personal data (address, NIF/passport number, bank account, etc.) at the extranet of AQU Catalunya. ESU must be kept informed upon the content of the agreement.

Duration of the Memorandum and Alteration

The MOU will take effect for a period of 3 years (date set according to signing date below) and shall continue for 3 years unless it is terminated by the giving of three months' notice by either party, and may be altered at any time with the consent of both parties. It may be extended on mutual agreement of both parties.



Validity

This Agreement starts the 1st July 2021.

Termination

This Agreement shall be terminated for any of the following reasons:

- Expiration of the agreed time.
- The extinction of the legal personality of any of the Parties or that any of the contracting parties falls into a situation of declaration of bankruptcy.
- Serious breach by any of the parties of the obligations derived from this agreement. In any case, and as a prerequisite to the termination of the Agreement by either of the parties, the defaulting Party shall be notified of the breach and shall be granted a period of 30 days from the notification to remedy the breach. After the expiry of that period, the Agreement may be terminated. If applicable, the non-fulfilment of any of the obligations shall give rise to a right to compensation for damages.
- Force majeure that makes it impossible to carry out the programmed obligations.
- Mutual agreement by both parties, granting a 30-day notification period to the other as well as, if applicable, the final documents to be delivered.

In case of termination, AQU Catalunya will not be able to invite ESU's student experts who are active members of ESU's QA Pool to take part in any reviews.

This agreement can be terminated for other reasons if both parties are in agreement.

Signatures

Prof. Dr. Josep Joan Moreso Mateos
President of AQU Catalunya

23.11.2021, Barcelona

Martina Darmanin

President of ESU

ESU - European Students' Union

Fighting for students' rights since 1982
www.esu-online.org

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23.11.2021, Brussels



