

STUDENT EXCHANGE AGREEMENT

Party A: **NOTTINGHAM TRENT UNIVERSITY** a UK Higher Education corporation incorporated under the Education Reform Act 1988 of 50 Shakespeare Street, Nottingham, NG1 4FQ, United Kingdom; and

Party B: **Aristotle University of Thessaloniki** a Greek Higher Education Institute that was founded under the Act N3341 in 1925 (Governmental Gazette 134/A/1925). Administration Building, K. Karatheodori Building, Thessaloniki, 54124, Greece.

Date: **28 March 2024**

BACKGROUND

Party A is a higher education provider in the United Kingdom.

Party B is a higher education public institution in Greece.

The Parties wish to collaborate to deliver the reciprocal student exchange programme on the following terms.

AGREED TERMS

1. This Agreement shall be interpreted in accordance with clause 1 of Schedule 3 (Standard Terms). In the event of any conflict between the terms set out in the Schedules, the Schedules shall prevail in the order in which they appear in this Agreement.


2. This Agreement shall come into force on the date set out above and, unless terminated earlier in accordance with its terms, shall continue in full force and effect until 31 August 2027 (the "**Term**").

3. This Agreement is made up of the following:


- (a) the clauses of this Agreement;
- (b) Schedule 1 (Operational Provisions)
- (c) Schedule 2 (Exchange Arrangements);
- (d) Schedule 3 (Standard Terms).


This Agreement has been entered into on the date set out above.

Signed by the duly authorised representative of NOTTINGHAM TRENT UNIVERSITY

Name:	Professor Cillian Ryan.....	Signature:	
Position:	Pro Vice Chancellor International	Date:28 March 2024.....

Signed by the duly authorised representative of Aristotle University of Thessaloniki

Name:	Professor Haralambos N. Feidas	Signature:	
Position:	Rector	Date:27.3.2024.....



Schedule 1

Operational Provisions

1 EXCHANGE NUMBERS PER ACADEMIC YEAR

Party A	Party B
<p>University-Wide Agreement</p> <p>2 x 5 months (semester) or 1 x 10 months (full year) at UG or PG level</p> <p>Schools included: Nottingham Law School School of Arts and Humanities School of Architecture Design and Built Environment Nottingham School of Art and Design School of Social Sciences</p> <p>School not included in the Agreement: Nottingham Business School School of Science and Technology School of Animal Rural and Environmental Sciences</p>	<p>University-Wide Agreement</p> <p>2 x 5 months (semester) or 1 x 10 months (full year) at UG or PG level</p> <p>Schools included: Law English Language and Literature Philosophy and Education Journalism and Mass Media Political Sciences History and Archaeology Film Architecture Civil Engineering Visual and Applied Arts Drama Early Childhood Primary Education Psychology</p> <p>Schools not included in the Agreement: Economics Mathematics Physics Chemistry Biology Informatics Mechanical Engineering Electrical and Computer Engineering Veterinary Medicine Agriculture</p>

2 ADMISSION REQUIREMENTS AND RECOMMENDED LANGUAGE SKILLS

Party A	Party B
<p>Exchange Students have completed at least one year of continuous study of their programme at home Institution.</p>	<p>A. General Admission Requirements: Candidates for student exchange at</p>

<p>Please visit our website for more information on English Language requirements.</p>	<p>AUTH must:</p> <ul style="list-style-type: none"> • normally have completed at least one year of full-time university study at the time of entry to AUTH; and • be in good academic standing, holding at least a 7.5 grade point average on a 10.0 scale. <p>B. Language Proficiency</p> <ul style="list-style-type: none"> • Students should have a proficiency in English that is equivalent to B2 level on the Common European Framework of Reference for Languages (CEFR):
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3 PROGRAMMES AVAILABLE

Party A	Party B
<p>Modules are listed under the School name:</p> <p>Modules for Exchange Students</p> <p>Nottingham Business School, School of Science and Technology and School of Animal Rural and Environmental Sciences modules are not available under this Agreement.</p>	<p>Search for modules offered in English: https://qa.auth.gr/en/search/course</p> <p>The following Schools of AUTH: Economics, Mathematics, Physics, Chemistry, Biology, Informatics, Mechanical Engineering, Electrical and Computer Engineering, Veterinary Medicine, Agriculture are not available under this Agreement.</p>

4.1 FEES EXCHANGE

Tuition fees – Student Exchange	
Party A - Tuition fee waiver	Party B - Tuition fee waiver

4.2 FINANCIAL RESPONSIBILITIES

Students will be responsible for the following expenses:

- 4.2.1 all costs of travel between their home and the host country, including without limitation all travel within the host country, transportation to and from the Host Institution and daily travel in the host area;
- 4.2.2 all costs of residential accommodation including without limitation room and board expenses (including application fee for accommodation, where appropriate);
- 4.2.3 meals;

- 4.2.4 comprehensive medical insurance valid in the Host country;
- 4.2.5 insurance costs (including health and accident);
- 4.2.6 general living costs;
- 4.2.7 all textbooks, stationery, equipment, supplies, uniforms, clothing and personal expenses and other incidental fees and expenses while participating in their Programme;
- 4.2.8 all costs associated with arranging and obtaining any appropriate passport, visa or other immigration requirements, including but not limited to, costs associated with any quarantine requirements of the Host country; and
- 4.2.9 vaccinations;
- 4.2.10 All other expenses and debts incurred during the course of the Exchange Term.

5 OBLIGATIONS OF EACH PARTY

Party A	Party B
As the home institution Party A will confirm the student's place at the host institution to the student.	As the home institution Party B will confirm the student's place at the host institution to the student.

6 ACCOMMODATION

Party A	
Semester 1 and 2	It is the Exchange Student's responsibility to find accommodation. Party A acting as the Host Institution will provide assistance and guidance if required to incoming Exchange Students in finding suitable accommodation for the Exchange Term.
General	NTU accommodation information can be found here: https://www.ntu.ac.uk/life-at-ntu/accommodation The webpages also include details of private rents. Students securing private rental accommodation will agree the rate with the landlord.
Fees, etc.	If NTU accommodation is available then it will be provided at the standard rate as set out in the website and as amended from time to time.
Party B	
Semester 1 and 2	It is the Exchange Student's responsibility to find accommodation. Party B acting as the Host Institution will provide assistance and guidance if required to incoming Exchange Students in finding suitable

	accommodation for the Exchange Term.
General	<p>For more information, please see:</p> <p>https://eurep.auth.gr/en/accommodation-list</p> <p>https://smg.web.auth.gr/may2019b/en/the-city/</p> <p>https://en.spitogatos.gr/to_rent-homes/thessaloniki-center</p> <p>Cooperating Hotel (https://hotelabc.gr/)</p>

Programme Coordinators

Party A

Institutional Contact:

Julie Page, European Mobility Manager
NTU Global

Julie.page@ntu.ac.uk

Tel: 00 44 115 848 8181

Betty Tequame, Global Mobility and Funding
Co-ordinator
NTU Global

Betty.tequame@ntu.ac.uk

Tel: 00 44 115 848 2218

School Exchange Co-ordinators:

Azhin Omar (Academic)
Nottingham Law School

azhin.omer@ntu.ac.uk

Tel: 00 44 115 848 4382

Incoming:

nlsadminllb@ntu.ac.uk

School of Arts and Humanities

Incoming:

aah.IncomingExchange@ntu.ac.uk

Ruth Gancarczyk

Tel: +44 115 848 6686

Ruth Crawford (Academic)

Ruth.crawford@ntu.ac.uk

Tel: +44 115 848 3245

School of Architecture Design and Built Environment and Nottingham School of Art and Design

Nik Walker, Systems Administrator

ADBInternational1@ntu.ac.uk

Party B

Institutional Contact:

Dimitra Mentekidou, Head
International Relations Department

internat-rel@auth.gr

Tel: +30 2310 996742

School Exchange Co-ordinators:

<https://eurep.auth.gr/en/coordinators/international>

Tel: 00 44 115 848 8242

School of Social Sciences

soc.exchange@ntu.ac.uk

Tel: +44 115 848 2909

Schedule 2

Exchange Arrangements

1 Exchange programme

- 1.1 The period of stay for each Exchange Student at the Host Institution will be a period of time between four weeks and 12 months as agreed in advance by the Parties (“Exchange Term”).
- 1.2 The Parties have each identified a programme or programmes offered by the other Party which they have each approved according to their respective internal processes prior to any Exchange Students commencing their Exchange Term.
- 1.3 Programmes included at the date of this Agreement are as set out at Clause 3 of Schedule 1.
- 1.4 Prior to commencement of the Exchange Term the Home and Host Institution shall prepare a learning agreement which shall be agreed and signed by the student, and the Home and Host Institutions in advance of the exchange. The learning agreement shall verify the Exchange details including, but not limited to the start and end dates of the Exchange Term and the modules undertaken.

2 Programme Management

- 2.1 Each of the Parties shall designate a member of its staff who shall act as the liaison between the Parties regarding academic and pastoral matters (the “Exchange Manager”).
- 2.2 The Exchange Managers may review the number of students from each institution who shall participate in an Exchange Term under this Agreement prior to the start of the forthcoming Academic Year.

3 Exchange Student nomination

- 3.1 The Home Institution shall determine the qualifying criteria for the Programmes and candidates applying for an Exchange Term shall be provided with such qualifying criteria by the Home Institution.
- 3.2 The Home Institution shall submit the proposed names and academic qualifications of the agreed number of candidates to the Host Institution in accordance with the schedule below:

Host Institution	Autumn term/semester deadline dates		Spring term/semester deadline dates	
	Party A	Nomination	30 April	Nomination
Application		30 May	Application	1 November
Party B	Nomination	30 May	Nomination	30 November
	Application	30 May	Application	30 November

- 3.3 The Host Institution may, on academic grounds, determine that a suggested applicant is not qualified to undertake an Exchange Term, in which case the other Party shall put forward alternative applicants (as applicable) for consideration by the Host Institution.
- 3.4 The Home Institution shall be responsible for informing candidates of the status of their Exchange Term application.
- 3.5 The Home Institution shall be responsible for confirming to the student that they have secured a place at the Host Institution.
- 3.6 Prior to departure for the host country, the Home Institution shall provide the Exchange Student with a detailed orientation briefing.
- 3.7 Upon arrival at the Host Institution, each Exchange Student shall be provided with a programme of orientation and introduction by the Host Institution.

4 Registration, policies and regulations

- 4.1 During the time that an Exchange Student is undertaking an Exchange Term such student:
- 4.1.1 will remain registered as a student of the Home Institution and shall be registered as an Exchange Student at the Host Institution; and
- 4.1.2 shall be subject to the policies and regulations of the Host Institution including in respect of academic and non-academic appeals, complaints and discipline. The Home Institution shall comply with any reasonable requirements of the Host Institution to ensure that such policies and regulations are brought to Exchange Students' and prospective Exchange Students' attention and are binding on them.

5 Fees and expenses

- 5.1 While participating in an Exchange Term, Exchange Students shall only pay the registration and/or tuition fees that are due to the Home Institution and will be exempted from any such payments to the Host Institution.
- 5.2 Exchange Students shall be informed in writing by the Home Institution where they have their primary registration for an award that Exchange Students are solely responsible for the costs set out at Clause 4.2 of Schedule 1:

6 Language of the Programme(s)

- 6.1 All teaching and assessment by the Host Institution for the Programme shall be in English save and except where the Programme involves non-English language modules.

7 Student services

- 7.1 The Host Institution will (so far as it is legally able to do so) make available to the Exchange Students those student services generally available to all students enrolled in its Programme during the Exchange Term.

8 Academic results and credit

- 8.1 Following completion of each Exchange Term for each Exchange Student the Host Institution shall provide to the other Party a list of all modules and the corresponding academic results and a completed student feedback form for the modules studied.
- 8.2 The Host Institution acknowledges that the Home Institution will have ultimate discretion as to how the academic credits awarded by the Host Institution will contribute toward the completion of the Exchange Student's degree (or other) award at their Home Institutions.
- 8.3 The Host Institution shall provide the Home Institution with a transcript of records within as soon as possible after completion of the Programme completing at the Host Institution.

9 Academic Appeals/Student Discipline/Student Complaints

- 9.1 In the event there are any academic appeals, complaints and/or discipline issues, the Parties agree that Exchange Students shall in the first instance be required to proceed using the policies and procedures of the Host Institution. Once the Host Institution's procedures have been exhausted, an Exchange Student may then lodge a further complaint with their Home Institution. In that event, the Parties agree that they will each provide the other with such information and assistance as may reasonably be required to enable the Home Institution to conclude its procedures. Each Party undertakes to inform potential Exchange Students of this information as part of the orientation provided under clause **Error! Reference source not found.** above.
- 9.2 The Parties agree to cooperate with each other to provide materials, responses and such other support as may be reasonably required in the event that Exchange Students from either Party are able to access the OIA, after completing internal processes of the respective Party, in accordance with the procedures of the OIA.

Schedule 3

Standard Terms

1 Definitions and interpretation

1.1 In this Agreement:

“Academic Year”	shall mean the period from (and including) the start date until (and including) the end date for undergraduate or graduate (as applicable) academic studies at Party A, as such start dates and end dates are amended from time to time in Party A’s policies and regulations;
“BA”	means the Bribery Act 2010;
“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 in England and Wales;
“Consumer Laws”	means: (a) the Consumer Protection Act 2015 and any subordinate legislation made under that Act from time to time; (b) the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; and (c) the Consumer Protection from Unfair Trading Regulations 2008;
“CTSA”	means the Counter Terrorism and Security Act 2015;
“Data Controller”	means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of processing of personal data;
“Data Protection Legislation”	means all laws, regulations, codes of practice and guidance relating to the use, protection and privacy of personal data (including the privacy of electronic communications) which are applicable to the Party in the jurisdiction in which it operates;
“EA”	means the 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;
“EIRs”	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
“Exchange Student”	means a full or part time student of the Home Institution who is undertaking a Programme at the Host Institution;
“FOIA”	means the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
“Force Majeure”	means any circumstance not within a Party’s reasonable control including, acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, riots, war, fire, explosion, any law or any action taken by a government or public authority, and any labour or trade dispute, strikes, industrial action or lockouts;
“Home Institution”	means the Party having the main registration with a student;
“Host Institution”	means the Party which has the secondary registration of a student and which is offering the Programme to an Exchange Student;
“HRA”	means the 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 in relation to such legislation;
“Intellectual Property Rights”	means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trade marks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or

	industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"Model Clauses"	means the standard contractual clauses for the transfer of personal data from the Community to third countries (controller-to-controller transfers) contained in the Annex to the Commission Decision of 27 December 2004 amending Decision 2001/497/EC;
"OIA"	means the Office of the Independent Adjudicator (in the UK) (and/or any successor body which carries out substantially the same function);
"Party A Requirements"	means the instructions, requirements, policies, codes of conduct, guidelines, forms and other documents notified to Party B in writing or set out on Party A's website or such other web address as may be notified to Party B from time to time (as such documents may be amended, updated or supplemented from time to time during the Term);
"Personal Data"	means any information relating to an identified or identifiable natural person;
"Programme"	means a course of study (such as modules, internship and placement modules) at the Host Institution which have been approved by the Home Institution for offer to the Exchange Student;
"Request for Information"	means a request for information made (or deemed to be made in accordance with the FOIA or the EIRs as the case may be) under the FOIA or the EIRs;
"Turing Scheme Agreement"	means the agreement between Party A and the Turing Scheme Delivery Partner relating to the provision of funding in connection with its Exchange Students;
"Turing Scheme Delivery Partner"	means the Delivery Partner for the Turing Scheme is a consortium comprising the British Council and Ecorys UK, working on behalf of the Department for Education.
"Turing Scheme Requirements"	means the specific requirements of the Turing Scheme Delivery Partner, including the terms

of the Turing Scheme Agreement, notified to Party B in writing (including, without limitation, by means of email or any website or extranet).]

“UKVI”

means UK Visas and Immigration, the government body responsible for securing the UK border and immigration control and/or any successor body which carries out substantially the same function.

1.2 In this Agreement:

1.2.1 any headings in this Agreement shall not affect the interpretation of this Agreement;

1.2.2 a reference to a statute or statutory provision is (unless otherwise stated) a reference to the applicable UK statute as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;

1.2.3 where the words “include(s)” or “including” are used in this Agreement, they are deemed to have the words “without limitation” following them, and are illustrative and shall not limit the sense of the words preceding them;

1.2.4 unless the context otherwise requires reference to the singular includes the plural and vice versa, any reference to a person includes a body corporate and words importing one gender include both genders;

1.2.5 unless otherwise indicated:

(i) a reference to a Schedule is a reference to a Schedule to this Agreement;

(ii) a reference in a Schedule to a clause is a reference to a clause in that Schedule; and

1.2.6 writing or written includes email;

1.2.7 any term defined in a Schedule shall have the meaning given in that Schedule when used throughout this Agreement (unless the context requires otherwise).

2 Compliance with Turing Scheme Requirements

2.1 Party B shall comply with the Turing Scheme Requirements and do nothing to put Party A in breach of the Turing Scheme Requirements. In particular, Party B shall:

2.1.1 permit Party A and the Turing Scheme Delivery Partner and any person authorised by Party A and/or the Turing Scheme Delivery Partner access at reasonable times to Party B's employees, agents, premises, facilities, documents and records relating to this Agreement and their

delivery of Programme for the purpose of discussing, monitoring and evaluating Party B's compliance with this Agreement;

2.1.2 give to Party A (and, if reasonably requested by the Party A, directly to the Turing Scheme Delivery Partner) all assistance and/or cooperation and/or information which Party A may from time to time reasonably require from Party B in order for Party A to be able to comply with its own obligations to the Turing Scheme Delivery Partner.

3 Compliance with Party A Requirements

3.1 Party B shall comply with, and complete and return any forms or reports from time to time required by, the Party A Requirements.

4 Financial Terms

4.1 Each Party shall bear its own liability for any tax, duties or any other costs chargeable to such Party in respect of its participation in the arrangements set out under this Agreement.

5 Intellectual Property

5.1 Except where this Agreement expressly states otherwise, nothing in this Agreement shall give either Party any right title or interest in the Intellectual Property Rights of the other or to any associated goodwill and the Parties acknowledge and agree that all such rights and goodwill are and shall remain vested in the other.

5.2 Each of the Parties hereby grants to the other Party a non-exclusive, non-transferable, royalty free licence (with no right to sub-licence) to use such of its Programme material as is necessary to carry out curriculum mapping.

5.3 Neither Party shall knowingly cause or permit anything to occur which may damage or endanger any of the other Party's Intellectual Property Rights licensed to it under this Agreement. Each Party shall promptly and fully notify the other Party of any actual, threatened or suspected infringement of any of the other Party's Intellectual Property Rights licensed to it under this Agreement which comes to its notice, and of any claim by any third party coming to its notice that the performance of either Party's obligations under or in connection with this Agreement infringes any rights of any other person, and each Party shall at the request and expense of the other Party (provided such expense has been agreed in advance in writing by the other Party) do all such things as may be reasonably required to assist the other Party in taking or defending any proceedings in relation to any such infringement or claim.

6 Branding and Publicity

6.1 Subject to clause 6.2, the Parties shall each use their reasonable endeavours to promote the Exchange Programme through marketing materials, awards ceremonies, open events, school liaisons and other public relations activities.

6.2 Neither Party shall publicise the terms of this Agreement, use the name of the other Party or any trade name or trade mark used by the other party or refer to the other Party in any other way in any press release, promotional literature, publications or advertising material, including any websites, "blogs", social media or other online services, without the prior written consent of the other Party.

7 Confidentiality

- 7.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of two years after termination or expiry of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by clause 7.2.
- 7.2 Each Party may disclose the other party's confidential information:
- 7.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 7;
 - 7.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
 - 7.2.3 In the case of Party A, as may be required by the Turing Scheme Delivery Partner.
- 7.3 Neither Party shall use the other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

8 Freedom of Information

- 8.1 Each Party acknowledges that Party A is or may be subject to the requirements of the FOIA and the EIRs, and Party B shall, on request, provide assistance and co-operation to the Party A as that Party A may reasonably request to enable the Party A to comply with those requirements.
- 8.2 Each Party acknowledges that if Party A is in receipt of a Request for Information Party A may be required under the FOIA and EIRs to disclose information (including confidential information) without consulting or obtaining consent from Party B.
- 8.3 Party A shall take reasonable steps to notify Party B of a Request for Information to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) Party A shall be responsible for determining in its absolute discretion whether any confidential information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

9 Data Protection

- 9.1 Each Party acknowledges and agrees that it is a Data Controller for the purposes of its rights and obligations under this Agreement and shall, in respect of any Personal Data that it collects or otherwise acquires in connection with this Agreement, comply with the Data Protection Legislation.

10 Retention of data

Party B shall retain such data as reasonably required by Party A to enable Party A to comply with all auditing requirements relating to the Turing Scheme.

10.1 Party B shall comply with the auditing requirements of Party A as may be required from time to time by Party A.

10.2 Each Party shall assist the other Party with the retention of data.

11 Indemnity

11.1 Each Party (the “**Indemnifying Party**”) irrevocably and unconditionally agrees to indemnify the other Party (the “**Indemnified Party**”) in full and on demand from and against all claims, demands, actions, and proceedings made or brought against the Indemnified Party and all damages, losses (including all consequential and indirect losses), costs and expenses (including legal and other professional advisers’ fees) whether or not foreseeable at the date of entering into this Agreement incurred or suffered by the Indemnified Party as a result of a claim brought against the Indemnified Party for loss suffered by an Exchange Student on the premises of the Indemnifying Party.

12 Limitation of Liability

12.1 Nothing in this Agreement limits or excludes the liability of either Party to the other Party for death or personal injury resulting from negligence, or for fraud or fraudulent misrepresentation, or in any other circumstances where liability cannot be limited or excluded by law.

12.2 Subject to clause 12.1,

12.2.1 neither Party shall be liable to the other Party whether in contract, tort, negligence, breach of statutory duty or otherwise for any loss of profits, loss of business, loss of anticipated savings, depletion of goodwill and/or similar losses, loss of opportunity, or any special, consequential, indirect or pure economic loss, damage, costs, charges or expenses incurred or suffered by the other Party; and

12.2.2 the total aggregate liability of either Party to the other Party whether in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs, charges or expenses arising under or in connection with this Agreement shall not exceed the sum of £100,000 (one hundred thousand pounds).

12.3 If the limitation in clause 12.2.2 is adjudged to be unreasonable by a court of competent jurisdiction, the limit of the liable Party’s liability shall be increased to the amount (if higher) that such Party can recover from its insurer for the liability in question.

12.4 The payments due under this Agreement have been negotiated and agreed on the basis that each Party may limit its liability to the other Party as set out in this Agreement and (without prejudice to its obligations under clause 13 (Insurance)) each Party confirms that it will itself bear or insure against any loss or type of loss in respect of which the other Party has excluded or limited its liability under this Agreement.

12.5 Except as set out in this Agreement, all warranties, conditions, terms and undertakings, express or implied, whether by statute, common law, custom, trade or usage, course of dealings or otherwise (including without limitation as to quality, performance or fitness or suitability for purpose) in respect of any service to be provided by Party A are hereby excluded to the fullest extent permitted by law.

13 Insurance

13.1 Each Party shall effect and maintain appropriate insurance providing full and reasonable cover in respect of all liabilities which may be incurred by such Party under or in connection with this Agreement.

14 Force Majeure

14.1 If either Party is affected by Force Majeure it shall promptly inform the other Party in writing of the matters constituting the Force Majeure and shall keep the other Party fully informed of the continuance and of any change of circumstances whilst such Force Majeure continues.

14.2 If the affected Party reasonably expects the Force Majeure event to affect the provision of the Programme and/or the provisions of this Agreement, the Exchange Managers shall liaise as soon as reasonably possible to discuss whether this Agreement shall be terminated by the mutual agreement of the Parties.

14.3 Save as provided in this clause 14 Force Majeure shall not entitle either Party to terminate this Agreement and neither Party shall be in breach of this Agreement, nor otherwise liable to the other Party, by reason of any delay in performance or non-performance of any of its obligations due to Force Majeure.

15 Termination

15.1 Either Party may terminate this Agreement at any time by giving no less than twelve (12) months' notice in writing such notice to expire at any time prior to the commencement of the following Academic Year.

15.2 Either Party may give notice in writing to the other terminating this Agreement with immediate effect if the other Party:

15.2.1 commits any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 30 days of notice being given requiring it to be remedied (and where such breach is not capable of remedy, the terminating party shall be entitled to terminate the Agreement with immediate effect);

15.2.2 repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is

inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

15.2.3 is unable to pay its debts; or becomes insolvent; or is subject to an order or a resolution for its liquidation, administration, winding up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction); or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets; or enters into or proposes any composition or arrangement with its creditors generally; or ceases or threatens to cease business; or is subject to any analogous event or proceeding.

15.3 Party A may give notice in writing to Party B terminating this Agreement with immediate effect if the Turing Scheme Agreement is terminated.

16 Effect of Termination

16.1 The service of notice to terminate under clauses 15.1 or 15.2, or termination of this Agreement in accordance with clauses 14.2 or 19.4, will not absolve either Party of its obligations to fully comply with the terms and conditions of this Agreement until such termination is effective and shall be without prejudice to the rights of either Party against the other which may have accrued up to the date of termination.

16.2 Both Parties shall use reasonable endeavours to provide that all Exchange Students enrolled in a Programme prior to the date of termination shall receive adequate teaching, assessment and examination for the duration of their studies at the Host Institution.

16.3 Upon termination of this Agreement for any reason:

16.3.1 no new Exchange Students shall be admitted to a Programme at the Host Institution;

16.3.2 all licences granted pursuant to this Agreement shall terminate; and

16.3.3 each Party shall forthwith cease to use the Intellectual Property Rights and Programme materials of the other Party and shall return such materials and any copies thereof to the other Party.

16.4 Subject as otherwise provided therein and to any rights and obligations which may have accrued prior to termination, neither of the Parties shall have any further obligation to the other under this Agreement.

16.5 The following clauses shall survive termination of this Agreement: clauses 1, 6 to 14 (inclusive), 16, and 20 to 23 (inclusive).

17 Equality and Diversity

17.1 Each Party shall not, and, shall use reasonable endeavours to ensure that, its employees, contractors and agents shall not, harass, victimise or discriminate directly or indirectly against any person on the basis of age, disability, gender

reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Reference shall be had to the EA when construing this clause.

- 17.2 Each Party shall, 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 equality duty imposed by that Act.
- 17.3 Each Party shall, 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 HRA.

18 Immigration control

- 18.1 The Parties acknowledge that Exchange Students will be subject to any applicable immigration controls and that Exchange Students and prospective Exchange Students must comply with any requirements of such controls. In the event that a student does not comply with such requirements, then this may make them ineligible to start or continue with the Programme.
- 18.2 The Host Institution shall provide the Exchange Student with any university certification needed to obtain a student visa for the full period of study on a Programme, provided the requirements to issue such certification are met.

19 Laws and Legal Requirements

- 19.1 The Parties acknowledge that Party A is subject to UK legal, governmental, statutory and/or regulatory requirements, restrictions and/or prohibitions ("**Laws and Legal Requirements**"), including:
- 19.1.1 UKVI requirements;
 - 19.1.2 the BA;
 - 19.1.3 the CMA;
 - 19.1.4 the Modern Slavery Act 2015;
 - 19.1.5 Consumer Laws;
 - 19.1.6 CMA Guidance;
 - 19.1.7 the condition of registration with the OfS that higher education providers show due regard to the CMA Guidance;
 - 19.1.8 CTSA; and
 - 19.1.9 all legislation and statutory guidance relevant to the safeguarding and protection of children and vulnerable adults and with Party A's related policy and guidance relating to safeguarding, as notified to Party B,

each as amended or superseded from time to time and any subordinate legislation made under any of the above from time to time together with any guidance and/or

codes of practice issued by the relevant government department concerning the legislation.

- 19.2 The Parties acknowledge that it is not the intention of the Parties for Party B to become automatically subject to UK Laws and Legal Requirements by virtue of entering into this Agreement (subject to the territorial scope of each Law or Legal Requirement).
- 19.3 The Parties agree to discharge their relevant duties and obligations under this Agreement in good faith towards each other at all times and in a spirit of collaboration. As a result, and notwithstanding the provisions of Clause 19.2, Party B agrees to provide such assistance to Party A, take such action or omit to take such action as Party A may reasonably require from time to time in order for Party A to remain compliant at all times with its own obligations under UK Laws and Legal Requirements.
- 19.4 Notwithstanding any other rights under this Agreement, where the actions or omissions of Party B result or are most likely to result (in Party A's sole opinion) in:
- 19.4.1 Party A being in breach of UK Laws and Legal Requirements;
or
 - 19.4.2 damage to Party A's reputation or charitable status,

Party B shall be deemed to have committed a material persistent breach and Party A shall have the right to terminate the Agreement with immediate effect.

20 Covid-19 pandemic

- 20.1 Both Parties recognise that they have both been affected, and continue to be affected, by the ongoing global Covid-19 pandemic. Should the Covid-19 pandemic prove materially detrimental to either Party's ability to perform its obligations under this Agreement, then the Parties shall engage in discussions in good faith to agree such variation to this Agreement as may be necessary to address that situation.

21 General Terms

- 21.1 No Party shall, without prior written consent of the other Party, be entitled to perform any of its obligations through any other company or entity or to assign, mortgage, charge or dispose of any of its rights under this Agreement, or sub-contract or otherwise delegate any of its obligations under this Agreement.
- 21.2 Both Parties shall comply with all applicable laws, statutes, by-laws and regulations relating to the operation of the Exchange Term and any Programme.
- 21.3 Both Parties shall obtain all necessary approvals, consents and permissions required in connection with the operation of the Exchange Term and any Programme.
- 21.4 This Agreement and any documents referred to in it constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersede, cancel and replace all prior agreements, licences, negotiations and discussions between the Parties relating to it. Each Party confirms and acknowledges that it has not been induced to enter into this Agreement by, and

shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) not expressly incorporated into it. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

- 21.5 Subject to the rights of each Party to approve amendments to its Programmes (subject to the terms of Quality Assurance) and amendments from time to time to its policies and regulations, as specified in this Agreement, no variation of this Agreement (including its Schedules) shall be binding, unless it is in writing and signed by authorised representatives of the Parties.
- 21.6 Nothing contained in this Agreement shall be construed to imply a partnership, or employer and employee, or principal and agent relationship between any of the Parties. No Party shall have any right, power or authority to create any obligation express or implied on behalf of any other Party.
- 21.7 No person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 21.8 The failure of any Party at any time to enforce any of the provisions of this Agreement or exercise any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.
- 21.9 If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.
- 21.10 This Agreement may be entered into by the Parties on separate counterparts, each of which so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.
- 21.11 The Parties agree that where there shall be an English and local language version of this Agreement, and in the event that the local language version of this Agreement contains any conflicting provisions or variations to the English version and/or any typographical errors, the Parties agree that such conflicting provisions, variations and/or typographical errors, shall be amended in manuscript and initialled by the authorised representatives of the Parties. For the avoidance of doubt, in the event of a conflict between the English and local language versions of this Agreement, the English version shall prevail.

22 Notices

- 22.1 Notice given under this Agreement shall be in writing, sent for the attention of the person signing this Agreement on behalf of the recipient Party and to the address given on the front page of this Agreement (or such other address or person as the relevant Party may notify to the other Party) and shall be delivered:

- 22.1.1 personally, in which case the notice will be deemed to have been received at the time of delivery;
 - 22.1.2 by pre-paid, first-class post if the notice is being sent to an address within the country of posting, in which case the notice will be deemed to have been received at 09:00 (UK time) on the second (2nd) normal working day after the date of posting; or
 - 22.1.3 by pre-paid airmail if the notice is being sent to an address outside the country of posting in which case the notice will be deemed to have been received at 09:00 (UK time) on the fifth normal working day after the date of posting.
- 22.2 To prove service of notice, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.
- 22.3 For the avoidance of doubt, notice given under this Agreement shall not be validly served if sent by e-mail.

23 Governing Law and Dispute Resolution Procedure

- 23.1 In the event that any claim or dispute arises out of or in connection with this Agreement, the Parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 14 calendar days after such notice or by such later date as the parties may otherwise agree in writing). If the Parties are unable to resolve the dispute or claim in accordance with this clause 23.1 having made all reasonable efforts then:
- 23.1.1 in the event of any dispute regarding the performance of Party A's obligations under this Agreement the governing law of the Agreement shall be England and Wales and the exclusive jurisdiction for resolving the dispute shall be the English and Welsh courts; and
 - 23.1.2 in the event of any dispute regarding the performance of Party B's obligations under this Agreement the governing law of the Agreement shall be Greece and the exclusive jurisdiction for resolving the dispute shall be the Greek courts.
- 23.2 Nothing in this clause 23 shall prevent either Party from applying at any time to any court of competent jurisdiction for injunctive relief on the grounds of infringement, or threatened infringement, of the other Party's obligations of confidentiality contained in this Agreement or infringement, or threatened infringement, of the applicant's Intellectual Property Rights.