

CCCU Student Exchange Agreement

THIS AGREEMENT is made on the 14th January 2019 between CANTERBURY CHRIST CHURCH UNIVERSITY, a company limited by guarantee (number 4793659) and registered charity (number 1098136) of Rochester House, St Georges Street, Canterbury, Kent CT1 1UT (henceforth referred to as “CCCU”) of the one part and Arkansas State University – Jonesboro, an agency of the State of Arkansas and an institution of higher education, of 2105 Aggie Road, State University, AR 72467, United States of America, (henceforth referred as “ASUJ”) of the other part, together referred to as “the Parties” or individually “a Party”.

1 TERMS OF THE AGREEMENT

- 1.1 Canterbury Christ Church University (a Company Limited by Guarantee) is an institution of higher education under arrangements set out in the Education Reform Act 1988, as amended, and governed by a Memorandum and Articles of Association, incorporating the Instruments and Articles of Governance.
- 1.2 Arkansas State University - Jonesboro is an institution of higher education and an agency of the State of Arkansas.
- 1.3 This Agreement governs the arrangement whereby students registered at CCCU are offered a period of study at ASUJ and where the study will contribute towards the award or degree program of CCCU and in exchange, students registered at ASUJ are offered a period of study at CCCU and where the study will contribute towards the award or degree program of ASUJ.
- 1.4 This Agreement shall commence on the date when both Parties have provided their signature and shall continue on a rolling basis unless terminated in accordance with the provisions of this Agreement.
- 1.5 The Agreement is applicable for undergraduate students enrolled in the following Programmes:
 - i) Business
 - ii) Engineering
 - iii) Humanities and Social Sciences
 - iv) Fine Arts
 - v) Mathematics and Science
 - vi) Communications
- 1.6 The obligations of the Parties to this Agreement are only for Programme participants. They do not extend to spouses or dependents of the participants. Those accompanying participants are the responsibility of the participants.

2 DEFINITIONS

- i) “Agreement” means this document together with any Schedules or Appendices

- ii) "Background IP" means all Intellectual Property, other than the Intellectual Property arising from this Agreement, which is owned by, proprietary to or licensed to either party and which is used, sub-licensed or contributed by that party in the performance of this Agreement
- iii) "Confidential Information" shall mean the terms of this Agreement and all materials and information belonging to or relating to the other Party constituting or concerning products, services, contracts, business models, methods or practices, financial projections or results, Know-how", trade secrets, Intellectual Property or ideas which, at the time or times concerned, are not generally known to third persons and such other information as may be proprietary or confidential in nature or is identified by the disclosing party as confidential
- iv) "Course" means the course, module or unit of delivery on which a Student is to be registered at the Host Institution
- v) "Data Protection Laws" means (a) any applicable law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Data Protection Act 1998 ("DPA") and EC Directive 95/46/EC (the "DP Directive") (up to and including 24 May 2018) and on and from 25 May 2018, the GDPR and all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time
- vi) "EIR" means the United Kingdom Environmental Information Regulations 2004, as may be amended from time to time
- vii) "Exchange" means a one-for-one exchange of Students from each Party
- viii) "Exchange Student" means a Student selected and enrolled at the Host Institution to participate in the Student Exchange Program
- ix) "FOIA" means the United Kingdom Freedom of Information Act 2000, as may be amended from time to time
- x) "Foreground IP" means all Intellectual Property rights arising from the parties carrying out their obligations under this Agreement
- xi) "GDPR" means 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 repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016
- xii) "Home Institution" means the Institution sending the Exchange Student
- xiii) "Host Institution" means the Institution receiving the Exchange Student
- xiv) "Intellectual Property" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, any other intellectual property rights, rights in confidential information including know-how and trade secrets, and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world
- xv) "Know-how" means all industrial, commercial and technical records and information whether or not arising from this Agreement
- xvi) "Programme" means the programme of study followed by the Student at the Home Institution
- xvii) "Student" means a person regarded as a student in accordance with policies, statutes and legislation of the Home Institution
- xviii) "Student Exchange Program" refers to the reciprocal arrangement set out in this Agreement whereby each Party can send their Students to study at the other Party's

University on a fee-neutral basis and for credit towards a degree at his/her Home Institution

3 MAIN RESPONSIBILITIES OF PARTIES

- 3.1 The academic year at ASUJ has four (4) terms: Fall Term, from mid-August until mid-December; Spring Term, from early January until early May; and Summer I Term, from late May to late June; and Summer II Term from early July to early August. These dates include examination periods.
- 3.2 The academic year at CCCU has two (2) semesters: Semester 1 (from late September until January) and Semester 2 (from late January until May). These dates do not include examination periods.
- 3.3 The Parties will consult annually to decide the number of Students who will participate in the Student Exchange Program. For the purposes of balancing exchanges between the Universities, hosting one Exchange Student for one Exchange year will be considered equivalent to hosting two Exchange Students for one semester each. The number of Students from each university participating in the exchange will not necessarily be equal in any given year, but it is expected that the number will be approximately equal over the term of this Agreement.
- 3.4 The period of exchange shall be for up to two semesters, with no more than one semester in between. Details concerning the period of exchange for each Exchange Student shall be decided by discussion between the two universities and confirmed in writing prior to the Exchange Student's arrival at the Host Institution.
- 3.5 Both Parties warrant to the other that it has and shall maintain Employers' Liability / Workers Compensation Insurance, or the Government Equivalent to an appropriate level for its activities when acting as Host Institution under the terms of this Agreement. Both Parties agree to provide evidence of such insurance policies to the other prior to signature of this Agreement and immediately following a Party's request to see the same.
- 3.6 CCCU shall have and maintain Public (General) Liability Insurance and Professional Indemnity Insurance to an appropriate level for its activities when acting as a Host Institution under the terms of this Agreement.
- 3.7 Limitation of Liability
- 3.7.1 Except as expressly set out in this Agreement, all warranties, conditions, and other terms implied by statute, common law, custom, trade usage, course of dealings or otherwise are hereby excluded to the fullest extent permitted by law.
- 3.7.2 Nothing in this Agreement shall limit or exclude CCCU's liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or in other circumstances where liability may not be limited or excluded under any applicable law.
- 3.7.3 Subject to clauses 3.7.1 and 3.7.2,
- 3.7.3.1 CCCU shall under no circumstances whatever be liable to Arkansas State University, the State of Arkansas or any other third party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement; and

3.7.3.2 Arkansas State University shall under no circumstances whatever be liable to CCCU, or any other third party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement.

3.8 Both Parties agree at all times, to keep strictly confidential the Confidential Information belonging to the other Party that it has obtained during the course of negotiating this Agreement or that it may obtain during the term of this Agreement unless disclosure of the same is permitted herein.

3.9 Each of the Parties hereby agrees:

- i) not to use such Confidential Information save as agreed in writing with the owner of the Confidential Information;
- ii) to procure that all persons or entities (including employees) to whom they do disclose the Confidential Information for the purpose only of the performance of the terms of this Agreement keep it strictly confidential; and that any such persons are, in respect of such Confidential Information, bound by confidentiality obligations equivalent to the terms of this clause; and
- iii) not to copy or reproduce any Confidential Information belonging to a Party without the prior written consent of that Party.

3.10 The provisions of this clause shall cease to apply to:

- i) information that has come into the public domain other than by breach of this clause or any other duty of confidence; and;
- ii) information that is obtained from a third party without breach of this clause or any other duty of confidence.

3.11 Each party may disclose Confidential Information if and to the extent that any part of the Confidential Information is required to be disclosed by a regulatory or government body or court of competent jurisdiction with power to compel the disclosure provided the disclosing party shall, if and to the extent permitted by applicable law, promptly notify the party who owns the Confidential Information of such requirement.

3.12 The confidentiality provisions of this clause shall continue to apply notwithstanding termination of this Agreement.

4 RECRUITMENT AND SELECTION

4.1 Subject to the admission requirements of the Host Institution, the Home Institution shall assume full responsibility in the assessment of candidates for selection. The Home Institution shall conduct due diligence and will only recommend Students to the Host Institution if there is no reason (including unspent or pending criminal convictions) which could in the reasonable opinion of the Host Institution prevent the Student taking part in the Student Exchange Program at the Host Institution. In all cases the Host Institution shall have the final decision on acceptance of those candidates. It is agreed that Students nominated will:

- i) have successfully met the requirements of the Home Institution for entry on to the exchange element of the Programme of study
- ii) be eligible for entry to the country in which the Host Institution is situated, and
- iii) be enrolled as full-time, non-degree status Students at the undergraduate level at the Host Institution.

- 4.2 Both Parties agree to inform Students that they must not leave their Home Institution to commence an Exchange with the Host Institution without prior written approval of both the Home and Host Institutions.
- 4.3 The Host Institution will provide the Home Institution with all operational information as required, such as relevant fees, relevant dates, a list of available courses, course handbooks and other details relevant to assist in publicising and recruiting to the Programme and to enable Students to make informed choices by an agreed date.
- 4.4 The Student shall apply direct to the Host Institution. Accordingly, except in the case of providing general advice, the Home Institution will not be involved in the application process.
- 4.5 The Host Institution will make reasonable efforts to secure registration for the Students of the Home Institution on the preferred course. The Host Institution reserves the right to restrict access to limited enrolment courses and programs. Academic credit may be awarded for courses successfully completed at the Host Institution towards the Exchange Student's degree studies at their Home Institution. The Exchange Student is not eligible to obtain a degree from the Host Institution upon completion of the Student Exchange Program.
- 4.6 There can be no extension of stay for Exchange Students participating in Programmes and Courses covered by this Agreement. Upon completion of the period of exchange at the Host Institution the Exchange Students shall return to the Home Institution.
- 4.7 The language of instruction at ASUJ is English. The language of instruction at CCCU is English. The Parties agree that the Home Institution shall ensure that the Students selected for the exchange have the required language proficiency to study at the Host Institution in the required language of instruction. Either university may inform the other of minimum language requirements for the selection of Students.
- 4.8 It is a condition of this Agreement that:
- i) Exchange Students obtain and maintain health and accident insurance which will provide coverage during the stay in the Host country as well as during travel to and from the Host country, that is acceptable to the Parties, and
 - ii) proof of such health and accident insurance cover is supplied to the Host Institution *prior* to the Exchange Student's departure from their Home country.

It is agreed that it will not be possible for Exchange Students to commence study at the Host Institution until the requirements set out in this clause 4.8 i) and ii) have been met.

5 FEES, TRAVEL AND ACCOMMODATION

- 5.1 Exchange Students will pay tuition fees to their Home Institution for the period spent studying at the Host Institution, as stipulated by the Home Institution. The below table sets out what is included in the tuition fees at each Party, and therefore what is offered by that Institution when acting as Host Institution:

	ASUJ	CCCU
Tuition	Included	Included
Access to Library	Included	Included
Laboratory Use	Depends on courses taken	Depends on courses taken
Access to Sports Centre	Included	Not included
Specialised athletic instructional classes	Not included	Not included
Public Transport Fee	Not included	Not included

Where it is indicated above that a service or provision is not included, and in the event the Exchange Student receives any other services from the Host Institution which do not relate to tuition, the cost of such service or provision is the sole responsibility of the Exchange Student.

The Parties shall ensure that no additional tuition costs are charged or collected for Exchange Students studying at the Host Institution under the terms of this Agreement.

5.2 The Host Institution will waive tuition fees for incoming students on a "one-for-one" full-time equivalent (FTE) basis. The Parties agree that the number of students exchanged shall even out over a three-year period. If, over this period, one Party has sent more students (in FTE terms) than the other Party, then all reasonable efforts will be made to redress the balance through future student numbers.

5.3 If a Student or Exchange Student (as the case may be) chooses to cancel their application or withdraw from the Exchange Programme, the following conditions will apply to any fees or sundries already paid to the Host Institution pursuant to clause 5.8:

Notice of Cancellation or Withdrawal Policy

More than 21 days before Arrival Date: Not chargeable/Full refund

Less than 21 days before Arrival Date: £250 cancellation fee

After Arrival Date: No refund applicable

i) Any Exchange Student evidencing to the satisfaction of Host Institution that their cancellation or withdrawal is due to a visa refusal will be entitled to a full refund.

ii) In the event that an Exchange Student is cancelling or withdrawing due to extenuating circumstances, a decision on any refund claim will be made by the Host Institution on a case by case basis.

iii) The Home Institution agrees to notify the Host Institution of any Exchange Student withdrawals or cancellations in writing (either by letter or email) as soon as possible.

5.4 Intentionally omitted.

5.5 Both Parties are required to maintain all appropriate financial records related to this Agreement and record and account for all financial transactions made as a result of the Agreement. These records must be available for inspection upon written request by either Party or its auditors.

5.6 Each Party will make reasonable endeavours to arrange for on-campus housing for the Exchange Students. In the event that on-campus housing is not available, the Host Institution will provide reasonable information to the Exchange Student(s) to assist them in finding suitable off-campus housing. Both Parties will make the Exchange Student(s) aware that they are personally responsible for reviewing the applicable processes and deadlines related to applying for on-housing campus at the Host Institution.

5.7 It is agreed that it is the sole responsibility of the Exchange Student to obtain a visa and any other required travel documents, and in a timely manner.

5.8 It is agreed that Exchange Student(s) will be responsible for financing their own travel and accommodation costs and all other expenses incurred. Such expenses shall include (but not be limited to):

iv) travel in both directions between the UK and the State of Arkansas;

v) independent travel;

- vi) airport transfers;
- vii) passports;
- viii) telephone charges;
- ix) all housing and housing related costs;
- x) books and other necessary academic materials;
- xi) International Student Health Insurance/health cards, and International Health Screening Fees;
- xii) all other insurances;
- xiii) costs arising from activities and recreational fees;
- xiv) library fees/fines; and
- xv) all other miscellaneous personal costs.

5.9 The Host Institution will ensure that adequate arrangements are made for the reception, induction, and orientation of Exchange Students from the Home Institution.

5.10 In the event that the Host Institution is located in a country for which an official travel warning has been issued by the relevant organisation in the country of the Host Institution or UK or United States' government body, the Home Institution may, in its sole discretion, do any or all of the following:

- i. require that Exchange Students return from a Student Exchange Program that is in process;
- ii. suspend the Student Exchange Program for a time agreed to by the Host Institution; or
- iii. cancel any Exchange Student nominations which were previously approved by the Host Institution.

6 COURSES OF STUDY, AWARD OF CREDIT AND STUDENT SUPPORT

6.1 The Course or Courses of study to be followed at the Host Institution will be decided in consultation between the Parties and will be agreed prior to the Exchange Student's departure to join the Course at the Host Institution.

6.2 Intentionally left blank.

6.3 Where an Exchange Student proposes to change the Course or Courses for which they are registered at the Host Institution, this must be agreed by the Exchange Student's Home Institution.

6.4 Any credits or award made in respect of a Course or Courses of study completed at the Host Institution will be made by the Home Institution.

6.5 All appeals concerning the granting of award or credit governed by this Agreement will be made to the Home Institution.

6.6 On completion of the Course of study, the Host Institution will report the Exchange Student's grades to the Home Institution without any delay.

6.7 The Host Institution will provide general support services, details of which will be made available by the Host Institution to the Exchange Student on request, for all Exchange Students studying at the Host Institution under this Agreement.

6.8 Should a student fall ill or endure other adverse circumstances that impact on their studies whilst studying with the Host Institution, the student should follow the support procedure of the Host Institution.

- 6.9 The students shall be subject to the policies, regulations and procedures of the Host Institution relating to breaches of the general (non-academic) elements of the regulations. Any alleged breach of such regulations will be dealt with by the Host Institution following consultation with the Home Institution and in accordance with the Host Institution's regulations.
- 6.10 Complaints made by an Exchange Student will be handled under the auspices of the Institution where the student is studying at the time of the cause for the complaint. This will exclude instances where the complaint concerns the management of the study abroad scheme by the Home Institution, where the complaint will be made to the Home Institution.
- 6.11 Both Parties agree to treat all Student and Exchange Student information provided under this Agreement as strictly confidential. Such information will be shared and used within the universities only to the extent necessary to fulfil the terms of this Agreement, or as required by law or the order of a court of competent jurisdiction, and shall not be used for any other purpose. The Parties shall not disclose such information to any other person or organisation without the prior written consent of the Student or Exchange Student (as the case may be). Each Party will take all necessary steps to protect such information from unauthorised access, use, disclosure or destruction. It is agreed that this clause 6.11 shall survive termination of this Agreement for whatever reason.

7 PROMOTION AND ADVERTISING

- 7.1 Each institution will endeavour to publicise the exchange opportunities and to select highly qualified Students studying at their respective institutions. Each institution may provide a link to the other institution's website and distribute each institution's promotional materials (when provided by one institution to the other), solely for the purpose of publicising the exchange opportunities. No such additional materials will be created, published or distributed until they have been first approved in writing by both of the Parties. Written approvals required by this clause from ASUJ must be provided by the Public Relations Coordinator, and from those required from CCCU must be provided by the Study Abroad and Marketing Officer.

8 COMMITMENT TO EQUAL OPPORTUNITY

- 8.1 Both institutions subscribe to the principle of equal opportunity and do not discriminate on the basis of age, race, religion, sex, (and in the case of CCCU sexual orientation, gender identity), physical disability or mental disability, ethnicity, family or marital status, political belief, affiliation or national origin.
- 8.2 Both Parties welcome applications from otherwise qualified students with disabilities or a disabling medical condition as defined in relevant legislation, as may be amended from time to time. Decisions on admission are based on academic merit and potential relevance to the course applied for, determined by published entry criteria and assessment as per the standard admissions process.
- 8.3 It is agreed that the only instances in which an otherwise qualified disabled applicant who meets the standard entry criteria may not be accepted by the Host Institution on the grounds of their disability or health condition are if no reasonable accommodation can be made, or the application is received by the Host Institution within 4 weeks of the start of the Course and the support needs are such that there is insufficient time for these to be in place prior to enrolment thus removing the ability of the Host Institution to provide a reasonable accommodation. In this event, it is anticipated that the application be deferred to the next point of entry.
- 8.4 The Parties agree that the Host Institution will contact applicants who declare a disability to determine the extent of the condition and the reasonable accommodation the applicant may need. It is agreed that the Host Institution cannot provide assistance with personal care and daily living tasks (for example, help with walking or mobility, shopping, cooking and cleaning).

The cost of personal care support and academic access will be borne by the Exchange Student or its sponsor.

9 NOTICES

- 9.1 Any notice, demand or communication in connection with this Agreement from one party to the other shall be in writing and may be delivered by hand or registered or certified first class post, return receipt requested and postage paid, addressed to the recipient at the addresses stated below or at such address as either party may from time to time notify the other for such purposes.

ASUJ:

For the attention of: Dr. Lynita Cooksey, Vice Chancellor and Provost; Office of the Provost; P.O. Box 179; State University, Aransas 72467; United States of America

CCCU:

For the attention of: The University Solicitor and Clerk to the Governing Body, Canterbury Christ Church University, Rochester House, St Georges Place, Canterbury, Kent, CT1 1UT

- 9.2 Notices, demands or communications will be deemed to have been duly served
- 9.2.1 if delivered by hand, at the time of delivery; or
 - 9.2.2 if delivered by registered or certified first class post, on the date indicated as received on the return receipt.
- 9.3 For the avoidance of doubt, service of notices, demands and other communications under this Agreement by e-mail shall not be a valid means of service.

10 AMENDMENTS AND RESOLUTION OF DISAGREEMENTS

- 10.1 Any disputes arising between the Parties during the term of the Agreement shall be resolved by referral in the first instance to the Director of International Partnerships and Development at CCCU and the Executive Director of Global Initiatives at ASUJ.
- 10.2 If a dispute is not resolved within 30 days of its referral pursuant to clause 10.1, it shall be referred to the Deputy Vice Chancellor at CCCU and the Vice Chancellor of Academic Affairs and Provost at ASUJ.
- 10.3 If a dispute is not resolved within 30 days of its referral pursuant to clause 10.2, the Parties may attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure ('The Model Procedure') and the following provisions of this clause shall then apply:
- 10.3.1 either Party shall give a notice ('the ADR notice') to the other requesting mediation in accordance with this sub clause and a copy of the ADR notice shall be sent to CEDR Solve;
 - 10.3.2 the 'Model Procedure' shall be amended to take account of any relevant provisions in this Agreement or any other additional agreement which the Parties may enter into in relation to the conduct of the mediation;
 - 10.3.3 if there is any question on the conduct of the mediation (including as to the nomination of the mediator) upon which the Parties cannot agree within 14 days from the date of the ADR notice, CEDR Solve will at the request of either Party (and after consultation with the Parties) decide such question; and
 - 10.3.4 the mediation shall start not later than 28 days after the date of the ADR notice.
- 10.4 The commencement of a mediation shall not prevent the Parties commencing or continuing court proceedings.

11 SUSPENSION OR TERMINATION OF THE AGREEMENT

- 11.1 Either Party may give notice in writing to the other Party terminating this Agreement without incurring liability on the other Party with immediate effect if:
- i) there is no Programme or Course currently being administered pursuant to this Agreement;
 - ii) the Validation of the Programme(s) or Course(s) operating under this Agreement is withdrawn by the Institution in its sole and absolute discretion; or
 - iii) the Agreement may be terminated by the non-defaulting Party if the other Party has offered, given, agreed to give or accepted from any person any hospitality, gift, consideration or benefit of any kind, which constitute illegal or corrupt practice in relation to this Agreement, as defined by the appropriate legislation pertaining to either Party; or
 - iv) an order is made or a resolution is passed for the other Party's winding-up (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation, if a different legal entity, shall agree to be bound by and observe the obligations of that Party under this Agreement), or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the other Party, or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the other Party's assets or undertaking, or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order in respect of the other Party, or the other Party is unable to pay its debts or ceases (or threatens to cease) for any reason to carry on business or takes or suffers any similar or analogous action in consequence of debt or takes any step in connection with a voluntary arrangement or any other compromise or agreement for the benefit of the party's creditors; or
 - v) the other Party during completion of the due diligence process or thereafter provided or provides supporting details or information which contains any false or misleading statements or omits any material fact which made any statement misleading; or
 - vi) the other Party's circumstances change to the extent that documents or information provided during the due diligence process no longer reflect the true situation, provided that where any right to terminate arises under clauses 11.1.(v) or 11.1.(vi), such right shall only be exercised after discussions have taken place between the parties and the matter has not been fully resolved to the satisfaction of both parties.
- 11.2 The Agreement may be terminated by either Party, giving at least twelve (12) months' written notice to the other Party.
- 11.3 On a material breach of this Agreement, by the Party not in breach serving a notice on the party in breach requiring the breach to be remedied (if capable of remedy) within a period specified in the notice, not being longer than thirty (30) days. If the breach has not been remedied by the date of the expiry of the notice, the Party not in breach may then terminate the Agreement immediately. In such circumstances both Parties will use their best endeavours to enable existing Exchange Students to complete their studies and obtain the appropriate academic award.

12 EFFECT OF TERMINATION

- 12.1 The termination or expiry of this Agreement for whatever reason shall not affect the accrued rights, remedies, obligations or liabilities of the Parties arising in any way out of this Agreement as at the date of termination or expiry and all provisions which are expressly stated or impliedly understood to survive this Agreement shall remain in force and effect.
- 12.2 Upon notice of termination being provided under this Agreement for any reason no new Exchange Students shall be admitted to all Courses regulated by this Agreement and both

Parties shall cease to promote, market or advertise the programme or Course as delivered at the Host Institution.

- 12.3 Upon termination being provided under this Agreement for any reason:
- i) each Party shall
 - a. return the other Party's Confidential Information and any copies and extracts relating to it to such other party, or
 - b. destroy or delete that Confidential Information and any copies and extracts and certify to such other party in writing that it has done the same;
 - ii) all licences granted pursuant to this Agreement shall terminate unless otherwise provided for;
 - iii) each Party shall forthwith cease to use the Intellectual Property of the other Party; and
 - iv) all supplied materials including any Programme or Course material, software and any copies thereof shall be returned to the owning Party.
- 12.4 Notwithstanding the termination of this Agreement (unless the Agreement is terminated in accordance with clause 11.1) both Parties shall continue to perform their respective obligations under this Agreement in relation to any of the Courses that are in continuance as at the date of termination.
- 12.5 Upon termination of this Agreement for any reason, both Parties shall use all reasonable endeavours to ensure that all Exchange Students enrolled on all Programmes regulated by this Agreement shall receive adequate teaching, assessment and examination for the anticipated duration of their respective Programme.

13 INTELLECTUAL PROPERTY

- 13.1 All Background IP owned by or licensed to either Party prior to the commencement of this Agreement or during the term of this Agreement will remain the property of that Party or the licensor to that Party as appropriate.
- 13.2 Neither Party shall do, or authorise any third party to do, any act which would or might invalidate or might be inconsistent with any Intellectual Property rights of the other or which would or might prejudice the distinctiveness or goodwill therein and shall not omit, or authorise any third party to omit, to do any act which, by its omission, would have that effect.
- 13.3 Both Parties shall notify the other immediately if it becomes aware of any unauthorised use of the other's Intellectual Property rights.
- 13.4 The provisions of this clause shall continue to apply notwithstanding termination of this Agreement.

14 ASSIGNMENT AND WAIVER

- 14.1 Neither Party hereto shall be entitled without the written consent of the other Party, to assign or transfer to a third party all or part of the benefit or obligation under this Agreement.
- 14.2 Failure or neglect by any Party to enforce at any time any of the provisions of the Agreement shall not be construed nor shall be deemed to be a waiver of the Party's right hereunder nor in any way affect the validity of the whole or any part of this Agreement or prejudice the Party's right to take subsequent action. Any waiver of any right under this Agreement shall not be valid unless it is made in writing and signed by an officer authorised by the relevant Party.

15 FORCE MAJEURE

- 15.1 Neither Party shall be liable for any delay in performing any obligation or failure to perform any obligation if such delay or failure was caused by strikes, lock-out, epidemic, flood or fire, war or any other circumstances beyond the control of either Party (a "Force Majeure Event").
- 15.2 The affected Party shall make all reasonable efforts to mitigate the effects of the Force Majeure Event on the performance of all of its obligations under this Agreement.

16 THE AGREEMENT

- 16.1 This Agreement supersedes all prior agreements, arrangements and understandings between the Parties relating to Student Exchange delivered by CCCU and ASUJ and constitutes the entire Agreement between the Parties relating to the operation of Student Exchange, save and except for the Parties' Policies, procedures, protocols, and Regulations.
- 16.2 No variation of this Agreement shall be binding unless it is in writing and signed by authorised representatives of both Parties.
- 16.3 The Parties to this Agreement do not intend that any of its terms will be enforceable by any person who is not a party to it.

17 ADMINISTRATION OF THIS AGREEMENT

- 17.1 The lead officer with day-to-day administrative responsibility for this agreement will be International Partnership Coordinator for ASUJ and the Study Abroad and Marketing Officer for CCCU.
- 17.2 Key staff of each Party will be provided by the Parties following signature of this Agreement and updated periodically.

18 FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

- 18.1 The Parties acknowledge that CCCU is subject to the requirements of the FOIA and the EIR, and that ASUJ is subject to the Arkansas Freedom of Information Act. The Parties acknowledge that all information produced in the course of this Agreement, or relating to this Agreement, may be subject to a request for disclosure.
- 18.2 CCCU will inform ASUJ, and ASUJ will inform CCCU, promptly of any request for information relating to this Agreement.
- 18.3 To the extent permitted by its own national or state laws neither CCCU nor ASUJ will respond to a request for information relating to this Agreement without consulting the other party and shall take into account any representation made by the other party in relation to the request for information.
- 18.4 Both CCCU and ASUJ shall provide all necessary assistance as reasonably requested by the other party to enable the other party to respond to a request for information within the time for compliance set out in the relevant legislation.
- 18.5 The Parties acknowledge that any information classified and marked as Confidential Information (including commercially sensitive information) is only indicative and that the other party may be obliged to disclose Confidential Information and/or commercially sensitive information.
- 18.6 The party responding to the information request shall be responsible for determining at its absolute discretion whether the information requested, in whole or in part:
- 18.6.1 is exempt from disclosure in accordance with the provisions of the FOIA or the EIR, or the Arkansas Freedom of Information Act; or

18.6.2 is to be disclosed in response to a request for information.

19 DATA PROTECTION

19.1 For the purpose of this clause the terms “ Controller”, “ Processor”, “Data Subject”, “Personal Data” and “Processing” shall have the meaning set out in the Data Protection Laws (and “Process” and “Processed” will be construed accordingly) and “Sensitive Personal Data” means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the GDPR

19.2 Each Party will, when Processing Personal Data as a Controller for the purpose(s) of performing its obligations under this Agreement, comply in all respects with the Data Protection Laws (in the case of CCCU) and its equivalent under the laws of the state of Arkansas (in the case of ASUJ) and otherwise in accordance with this clause and in accordance with any ‘Information Sharing Protocol’ agreed between CCCU and ASUJ as amended from time to time. The Parties shall:

19.2.1 Process Personal Data which is transferred between them only for the purpose(s) of performing its obligations under this Agreement or any contract to educate which it has entered into with the Student or Exchange Student (“Specified Purpose”); and

19.2.2 establish and maintain appropriate technical and organisational security measures to prevent unauthorised or unlawful access to or Processing of the Personal Data and accidental loss or destruction of, or damage to the Personal Data.

19.3 The Parties agree that any Personal Data which is transferred between them:

19.3.1 has been Processed fairly and lawfully and that the Student or Exchange Student (as the case may be) has given explicit consent for the transfer of their Personal Data to the other Party for the Specified Purpose.; and

19.3.2 are adequate, relevant and not excessive in relation to the Specified Purpose for which they are being Processed; and

19.3.3 are accurate and where necessary, have been kept up-to-date.

19.4 If a Party receives any subject access request, complaint, notice or communication which relates directly or indirectly to the Processing of the Personal Data or to either Party’s compliance with the Data Protection Laws (in the case of CCCU) or equivalent law under the laws of the state of Arkansas (in the case of ASUJ), it shall:

19.4.1 immediately notify the other Party in writing, and

19.4.2 provide full co-operation and assistance in relation to any such complaint, notice or communication.

19.5 If a Party becomes aware of any unauthorised or unlawful Processing of any Personal Data, or if any Personal Data becomes damaged, corrupted, or unusable, it shall immediately notify the other Party in writing.

20 APPLICABLE LAWS

20.1 Both Parties agree to comply with all laws, rules and regulations issued by any applicable governmental authority (including without limitation laws on health and safety, tax,

employment, contracting, exporting, and data protection) which apply to it under its national laws.

21 ANNEXES TO THIS AGREEMENT

21.1 Any annex(es) attached hereto form part of this Agreement and shall have effect as if set out in full in the body of the Agreement. In the event of any conflict between the provisions of the main part of this Agreement and the annex(es), the provisions of the main part of this Agreement shall prevail.

22 RELATIONSHIP

22.1 The parties are and shall remain independent contractors. Nothing contained herein shall be construed as creating a partnership or joint trading or contract of employment between CCCU and ASUJ. Neither party shall have the authority to enter into any agreement or otherwise bind the other party without said party's written express consent.

23 SOVEREIGN IMMUNITY

23.1 All parties recognize and agree that ASUJ is an Agency of the State of Arkansas, and that as such, has sovereign immunity. Nothing in this Agreement is intended to or should be construed as waiving that sovereign immunity.

24 SUCCESSORS

24.1 The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto and their respective legal representatives, successors, and assigns.

25 ADDITIONAL DOCUMENTS

25.1 The parties shall execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Agreement including specifically all documents necessary to set tuition and fees for each term.


26 COUNTERPARTS

26.1 This Agreement may be executed in one or more counterparts, including facsimile copies, each of which will be considered to be an original. All counterparts together will constitute the same instrument. The signing of this Agreement at different times and places by the parties will not affect the validity of this Agreement.

27 SEVERABILITY


27.1 Any provisions herein declared invalid under any law shall not invalidate any other provisions of this Agreement.

SIGNED BY A DULY AUTHORISED REPRESENTATIVE OF ARKANSAS STATE UNIVERSITY - JONESBORO

 (signature)
Kelly Dampousse, Ph.D.
Chancellor

DATE: 11/21/19

SIGNED BY A DULY AUTHORISED REPRESENTATIVE OF CANTERBURY CHRIST CHURCH UNIVERSITY

 (signature)
Professor Rama Thirunamachandran
Vice-Chancellor and Principal

DATE: 14/11/2019