

STUDENT EXCHANGE AGREEMENT

between

THE UNIVERSITY OF EXETER

and

UNIVERSITÀ DI NAPOLI "L'ORIENTALE"

This Agreement is made on 6 October 2023.

BETWEEN

1. **University of Exeter ("Exeter")**, a higher education teaching and research institution, established by Royal Charter, whose administrative offices are at Northcote House, The Queen's Drive, Exeter, Devon EX4 4QJ United Kingdom, and
2. **Università di Napoli "L'Orientale" ("UniOr")**, a higher education teaching and research institution, whose administrative offices are at Via Chiatamone 61/62 - 80121 Napoli

who may together hereafter be referred to as the **"Parties"** or in the singular as a **"Party"**.

WHEREAS

- A. The Parties have been involved in the running of a successful exchange arrangement for a number of years, which entitles the students to enjoy a year abroad with the partner institution. With the United Kingdom's departure from the Erasmus scheme the parties have agreed that they will need to formalise the arrangements that have existed under the Erasmus Scheme previously. They wish to do this by entering into and signing the present Agreement which shall consolidate and oversee any heads of terms, memorandum of understanding or other document which the Parties may have signed in relation to the Programme.
- B. With the above statement in mind the Parties wish establish a reciprocal student exchange programme Agreement to enable full-time students of the Home Institution to study at the Host Institution for a period of a semester or an Academic Year.
- C. Whilst the University of Exeter is no longer able to be a party to the Erasmus Charter for Higher Education, Exeter remains committed to honouring the key principles of the Charter, such as fair and transparent selection of mobility students, and ensuring all participants are supported to achieve their learning outcomes. Where Exeter is required to enter into a Inter Institutional Agreement with the Partner, Exeter will do so on the understanding that in relation to its obligations to students this contract will take priority.

OPERATIVE PROVISIONS

1. Interpretation

- 1.1 For the purposes of this Agreement, the following definitions shall apply:

"Academic Year"

means the academic year of the University and the Exchange Partner as published from time to time.

"Agreement"		means this agreement and the Schedule(s) attached hereto which shall be deemed to form a part of this Agreement.
"Confidential Information"		means any and all materials and information of or relating to a 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 such Party as confidential.
"Data Protection Legislation"	Protection	means the Data Protection Act 2018, General Data Protection Regulations 679/2016/EU (GDPR), the UK GDPR, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy;
"Effective Date"		means the date of final signature on this Agreement
"Enrolment/Enrolled"		means students who have completed Exeter's or the Exchange Partners registration process. University Registration at Exeter is the process by which students agree to the University's current regulations and is a requirement for all students at the start of their studies in each academic year.
"Exchange Programme(s)"		means reciprocal student exchange programme(s) to enable full-time students of the Home Institution to study at the Host Institution as set out in the Schedule(s). Where more than one Exchange Programme operates between the Parties under this Agreement, a separate Schedule will set out the specific arrangements for each Exchange Programme and will be appended to this Agreement.
"Home Institution"		means the institution from which a Student is sent under an Exchange Programme.

“Host Institution”

means the institution which has agreed to receive a student from his or her Home Institution under an Exchange Programme.

“Intellectual Property”

means all intellectual and proprietary works including all patents, know-how, registered and unregistered trademarks and service marks (including any trade, brand or business names), domain names, registered designs, design rights, utility models, copyright (including all such rights in computer software and any databases), trade secrets, Confidential Information, moral rights, database rights, topography rights (in each case the full period thereof and all extensions and renewals thereof), all rights in any of the foregoing, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world and any similar rights situated in any country.

“Liaison Officer”

means a named officer with responsibility as set out in Clause 12 .

“Students”

means students of the University or the Exchange Partner enrolled at either institution and participating in an Exchange Programme.

2. Commencement and Duration

- 2.1 The Agreement will commence on the Effective Date and the Exchange Programme(s) will begin in the Academic Year as set out in the relevant Schedule.
- 2.2 The Agreement will continue for a period of five (5) years from the Effective Date and will then automatically expire unless renewed or extended with mutual consent and in accordance with clause 23.1, or terminated in accordance with clause 15.
- 2.3 The terms of the Agreement will be reviewed every 5 years, and when the Parties wish to renew or extend the Agreement, to ensure compliance with any regulatory requirements of either Party and to ensure the quality of the Exchange Programme(s) for the Students.

3. Number of Students

- 3.1 The number of Students eligible to participate in the Exchange Programme(s) is identified in the relevant Schedule(s). Subject to the written agreement of both Parties these may be increased at one or both institutions in any Academic Year.
- 3.2 Every effort will be made by each institution to keep the number of Students from each institution balanced over any five year period, unless specifically set out in the Schedule(s) or as otherwise agreed in writing. In considering whether an Exchange Programme is balanced, two Students enrolling for one semester will be deemed equivalent to one Student for one Academic Year unless otherwise set out in the Schedule(s).
- 3.3 The Parties recognise that the number of exchange places may change over the term of the contract and therefore changes to the number of Students listed in the Schedule, does

not require the agreement to be formally amended, but can be done by mutual agreement between the Parties.

4. Period of Enrolment

Students will study for a defined period of time at the Host Institution as set out in the Schedule (Period of Enrolment).

5. Selection and Admission of Students

- 5.1 Each Party shall assess and recommend qualified candidates in accordance with the admission requirements of the Host Institution, unless as otherwise set out specific to a particular Exchange Programme as set out in the Schedule(s). The selection process shall consist of an evaluation of the Student's previous academic record, drive, motivation, and overall potential to succeed in an international academic environment.
- 5.2 Students will normally have completed at least one year of academic study at their Home Institution and will, in all cases (or unless otherwise agreed), be expected to meet the minimum academic and linguistic requirements set out in the Schedule(s) for the relevant Exchange Programme.
- 5.3 The Host Institution reserves the right to determine the final admission eligibility of each Student nominated by the Home Institution, unless as otherwise set out to a particular Exchange Programme as set out in the Schedule(s).
- 5.4 The student status and level of study will be as set out in the Schedule(s) for the relevant Exchange Programme(s).
- 5.5 In addition to the linguistic criteria set out in the Schedule(s) as required for the Exchange Programme(s), the UK national immigration legislation may require specific linguistic requirements for visa purposes, and these may vary depending on the length of study in the UK.

6 Responsibilities of Host Institution

- 6.1 The Host Institution will provide those Students selected to participate in the Exchange Programme(s) with formal letters of admission and such other documents as may be required to establish their student status for visa and other purposes.
- 6.2 The Host Institution will assign admitted Students to the appropriate College, Department or Division, and to appropriate academic advisors.
- 6.3 Students will be permitted the same freedom of choice in course selection as that enjoyed by regularly enrolled students at the Host Institution, subject to:
 - availability of space on the desired course; and
 - any restrictions placed on the course selection by a specific Faculty and/or Department operating the Exchange Programme(s) as set out in the Schedule(s); and
 - provided that the Students satisfy any individual course prerequisites, including but not limited to, any periods of prior academic study.

The Host Institution reserves the right to exclude Students from restricted enrolment programmes.

- 6.4 All student services and facilities of the Host Institution including student support services will be made available to Students.

- 6.5 Students will be taught and assessed in the same manner as regular degree students unless, with regard to assessment, an alternative mode of assessment has been agreed in advance with the Student, Home Institution and Host Institution.
- 6.6 Students will obtain credits for the courses taken at the Host Institution in accordance with the regulations of the Home Institution.
- 6.7 Upon completion of the agreed period of study, subject to the Host Institution having received payment in full of any amounts owed to it by the individual exchange Student, the Host Institution will send an official academic transcript for each Student to the appropriate office of the Home Institution.
- 6.8 The Host Institution will assist the Student(s) from the Home Institution to settle readily into life in the host environment by providing pre-arrival information and a post-arrival orientation programme.
- 6.9 Each Host Institution will nominate a contact person within the relevant College, Department or Division who will provide advisory and tutorial support to Students.
- 6.10 The Host Institution will provide the Home Institution and participating Students with details of any additional mandatory costs the Student(s) are required to pay as part of the Exchange Programme(s), prior to the Student(s) participating in the Exchange Programme(s).
- 6.11 Each Party is subject to quality assurance regulations as follows and hereby agrees to comply with and demonstrate sufficient quality standards, appropriate for the Exchange Programme(s) on which the Students from the other Party are registered:

The University is subject to: UK Quality Assurance Agency audits, and maintains quality assurance codes of practice and procedures for evaluating and maintaining the academic standards of its programmes. The University's codes of practice and procedures for these monitoring and review activities are detailed in the University Teaching and Quality Assurance Manual ("TQA Manual") which can be viewed on the University website and as may be amended from time to time.

The Exchange Partner is subject to: AVA - Autovalutazione, Valutazione e Accreditamento (<https://www.anvur.it/attivita/ava/>). The Exchange Partner's codes of practice and procedures for these monitoring and review activities are detailed in <https://www.unior.it/ateneo/17567/1/assicurazione-qualita.html> and linked webpages.

7. Responsibilities of Home Institution

- 7.1 The Home Institution will submit to the Host Institution the details of the Students it wishes to participate in an Exchange Programme in the following Academic Year no later than the Host Institution's published application deadline date.
- 7.2 The Home Institution will ensure that, upon receipt, it distributes to Students participating in the Exchange Programme any pre-arrival information sent by the Host Institution.
- 7.3 The Home Institution will use reasonable endeavours to ensure that Students are briefed on its requirements for the Exchange Programme(s) and that Students are aware that they must represent their Institution and country in a positive manner and to the best of their ability.

8. Student Responsibilities and Conduct

- 8.1 Students will be expected to abide by the laws and customs of the host country, and abide by the policies and regulations of the Host Institution whilst attending the Host Institution. Each Party reserves the right to terminate the participation of any Student on an Exchange Programme with immediate effect in the event of a serious breach of such rules and regulations, including any failure by a Student to comply with the relevant institution's normal enrolment procedures. The rules and regulations applicable to all students at the University are set out on the University's website : <https://www.exeter.ac.uk/staff/policies/calendar/part1/> and the Exchange Partner's rules and regulations [are set out on the Exchange Partner's website https://www.unior.it/doc_db/doc_obj_10422_17-05-2017_591c1d880f6a0.pdf].
- 8.2 Students will have the same academic, social and personal rights as those afforded to students at the Host Institution.
- 8.3 For the avoidance of doubt, Students shall be entitled to register complaints with both the Home Institution and the Host Institution. Complaints of a serious nature shall be notified by the Host Institution to the Home Institution as a matter of urgency.
- 8.4 Students will be required to apply for, meet the cost of and secure their own visas for study at the Host Institution. The Parties agree they will record the requirements for visas within Schedule 1 of this agreement, which can be provided to Student who require it.

9 Housing

Provided that applications are received by the published application deadline date each Host Institution will assist Students to find (but not pay the cost of) appropriate accommodation.

10. Costs

- 10.1 For the Academic Year in which a Student is participating in an Exchange Programme the Student will pay any applicable tuition fees to the Home Institution. Any tuition fees chargeable by the Host Institution shall be waived. Any other fees charged by the Host Institution will be payable by the Student directly to the Host Institution.
- 10.2 Students will be responsible for paying all personal expenses including but not limited to visa, housing, meals, books, sports activities, travel and health insurance and all travel costs and all medical expenses and vaccinations. Neither institution shall be held liable for any such charges.

11. Other Matters

- 11.1 If a Student withdraws early from the Host Institution, the Host Institution will inform promptly the Home Institution.
- 11.2 Students will be responsible for obtaining their own visas and completing the required immigration formalities. The Host Institution will assist in accordance with clause 6.1.

12. Liaison Officers

Each Party shall nominate a Liaison Officer as the primary contact for the oversight of the management and delivery of the Exchange Programme at an institutional level. In addition, a Party may wish to nominate Faculty/Department level co-ordinators as primary contacts for the management and delivery of the Exchange Programme at a programme level. The Liaison Officers and any nominated Exchange Co-ordinators for this Agreement are set out in the Schedule. No individual named in the Schedule will have authority to vary the

terms of this Agreement unless they are the person expressly stated by their party to have such authority.

13. Confidentiality

13.1 Each of the Parties agrees to keep strictly confidential all Confidential Information that it has obtained during the course of negotiating this Agreement or that it may obtain during the term of the Agreement.

13.2 Each of the Parties hereby agrees:

- a) not to use such Confidential Information save as agreed in writing with the disclosing Party;
- b) 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 13; and
- c) not to copy or reproduce any Confidential Information of the disclosing Party without the prior written consent of such Party.

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

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

13.4 Each Party may disclose such 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, and shall use all reasonable endeavours to keep such Confidential Information confidential notwithstanding any such requirement.

14. Legislation

14.1 In this Agreement, the terms Personal Data and Data Controller, have the meanings given in the Data Protection Legislation and Processing, Process and Processed shall be construed accordingly.

14.2 All Parties to this Agreement appreciate that they will need to disclose to each other Personal Data (as defined by current Data Protection Legislation), relating to the Student(s). Both the Institutions agree that they will each need to use the Personal Data received from the other Party in accordance with its own policies and procedures to facilitate the efficient administration of the Exchange Programme. The Parties therefore agree that they will be considered Independent Controllers in relation to this Personal Data and each Party will comply with the Data Protection Legislation when processing any Personal Data including providing the other Party and any Student with any applicable Privacy Notice. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation including in relation to data breaches and data subject access requests.

14.3 Both Parties recognise that following the European Commission's decision on the 28.06.2021, the United Kingdom has equivalent Data Protection Legislation to Regulation EU 2016/679. The Commission has published in full an adequacy decision. Should this adequacy decision change or expire during the term of this contract, then the parties will execute the Standard Contractual Clauses in order to allow for the transfer of data in a compliant manner.

14.4 Where the Parties are subject to Anti-Bribery Legislation as defined by their national governments, both Parties agree to assist and cooperate with the other to enable each other to comply with its duties in these respects and in meeting any requirements.

15. Termination

15.1 Provided that at least twelve (12) months have expired from the Effective Date both Parties may terminate this Agreement for any reason by giving the other Party no less than twelve (12) months' written notice.

15.2 Both Parties shall have the right at any time by giving written notice to each other to terminate this Agreement forthwith if:

- a) a Party commits a material breach of the provisions of this Agreement which, if capable of remedy, is not remedied or an agreed remedial action plan put in place within twenty-eight (28) days of a request from another Party to do so; or
- b) there is at any time any material change in the operations, management or structure of a Party which in the reasonable opinion of the other Party means that the Party subject to such change is substantially impaired in the performance of its obligations hereunder; or
- c) at any time it is unlawful for a Party to perform any of its obligations under this Agreement; or
- d) a Party has appointed a liquidator, provisional liquidator, administrator or similar officer or a like appointment is made in relation to the assets of that party; or
- e) a Party fails to duly and punctually comply with any proper laws binding on it for the purposes of the rights and obligations specified in this Agreement; or
- f) a Party ceases or threatens to cease to carry on the operations customarily carried on by it; or
- g) any other event or series of events occurs which, in the reasonable opinion of that Party, renders it impracticable or impossible to observe and fulfil the terms of this Agreement.

15.3 Termination of this Agreement for any reason shall not extinguish, prejudice or affect any rights that may have accrued to a party prior to the date of termination.

16 Consequences of Termination

16.1 Upon termination of this Agreement for any reason no new Students shall participate in an Exchange Programme.

16.2 The Parties acknowledge that upon termination, the interests of the Students will be paramount and all efforts will be made by both Parties to ensure they are able to complete their Exchange Programme.

17 Warranties and Indemnities

17.1 Each Party represents and warrants to the other that:

- a) it has full power and authority to carry out the actions contemplated under this Agreement;
- b) it does not require any consent, approval, authorisation or clearance from any government, governmental or regulatory bodies, agencies or and neither, in its opinion, is any such consent, approval, authorisation or clearance desirable for such purposes;
- c) it is not at the Effective Date a party to any agreement, arrangement or understanding with any third party that in any manner prevents or hinders it from the performance of any material obligation under the terms of this Agreement.

17.2 The Parties warrant to each other that they will perform their obligations under this Agreement to such high standards of quality as it is reasonable for each other to expect in all the circumstances.

17.3 Without prejudice to any other provision of this Agreement or any other rights which each of the Parties may have, the University and the Exchange Partner agree that in connection with this Agreement, each of their total liability is limited to actions which are caused by that Party's direct and negligent action or omission. No Party shall have liability to third parties for loss or damage that is not attributable to that Party's direct and negligent action or omission. No Party shall be liable for any indirect losses such as, but not limited to, loss of earnings, loss of profits, or any economic or consequential damages or losses. Nothing in this Agreement shall exclude any Party's liability for death or personal injury caused by that Party's negligence, or as otherwise cannot be limited by national domestic laws governing a Party. Each Party's total liability in respect of this Agreement shall be limited to the sum of £1,000,000.

18 Intellectual Property

18.1 Neither Party shall use the other Party's Intellectual Property without that Party's prior written consent. Such consent shall not be unreasonably refused or withheld.

18.2 The use, ownership and licensing of any Intellectual Property created by a Party under this Agreement shall be owned by the creating Party, or its faculty, staff or students as the case may be.

18.3 Where Intellectual Property is created by a Student ("Student IP"), under this Agreement whilst undertaking an Exchange Programme, that Student IP shall be owned by the Student or as otherwise separately agreed between the Student and the Home Institution. Where the Host Institution requires ownership or a licence to use Student IP, this will be discussed and agreed separately in writing between the Student, Home and Host Institutions prior to the relevant Exchange Programme commencing.

19 Insurance

19.1 Each Party whilst acting as the Host Institution agrees to ensure that a Student whilst in attendance at the Host Institution, is covered by relevant institutional insurance (either through a third party insurance provider or on a self-insured basis) in respect of the activities that the Student will be undertaking during the Exchange Programme, and as required to cover the liabilities set out in clause 17.3.

- 19.2 All Students whilst at the Host Institution will be required to ensure that they are covered by adequate personal travel and health insurance (including cover for hospitalisation and repatriation) for the entire exchange period. Where such insurance must meet specified requirements of the Host Institution, the Home Institution and the Student will be advised of these requirements by the Host Institution prior to the Student undertaking the Exchange Programme. In the event that the Host Institution requires insurance to be purchased through them, any charges will be notified to the Home Institution and the Student prior to the Student undertaking the Exchange Programme.

20. No Partnership or Agency

Nothing in this Agreement is intended to, or shall operate to, create a legally recognised partnership between the parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name of or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. Rights of Third Parties

This Agreement is made for the benefit of the University and the Exchange Partner and is not intended to benefit, or be enforceable by, anyone else. No term of this Agreement shall be enforceable by a person who is not a Party to this Agreement. For the purpose of clarity, Students of either Party are not deemed parties to this Agreement.

22. Force Majeure

Neither Party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from an act of God, governmental act, war, fire, flood, explosion or civil commotion ("**Force Majeure Event**"). Subject to the affected Party promptly notifying the other Party in writing of the Force Majeure Event and its likely duration, the performance of the affected Party's obligations, to the extent affected by the Force Majeure Event, shall be suspended during the period that the Force Majeure Event persists provided that if performance is not resumed within 28 days after that notice the other Party may, by notice in writing, terminate this Agreement.

23. General

- 23.1 This Agreement including its formal amending agreements, constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior agreements and undertakings whether oral or written with respect to it. This Agreement may be amended at any time by mutual consent. The terms of any such amendment shall only be effective if recorded in writing and signed by a representative from each Party authorised to conclude or amend agreements of this type, subject to the exclusion relating to student numbers as set out in clause 3.3.
- 23.2 An additional Schedule for a new Exchange Programme under this Agreement may be negotiated and agreed between the Parties from time to time. Each additional Schedule will be signed and dated by a representative from each Party authorised to conclude or amend agreements of this type, and the Schedule appended to this Agreement, subject to the exclusion relating to student numbers as set out in clause 3.3. For the avoidance of doubt, the terms of this Agreement shall apply to each Schedule.
- 23.3 Each Party shall be responsible for its own costs in connection with the negotiation and execution of this Agreement.

- 23.4 This Agreement may be executed in any number of counterparts and all the counterparts when taken together will constitute one agreement. Each Party may enter into this Agreement by executing a counterpart.
- 23.5 If any provision of this Agreement, or any part of a provision of this Agreement, is found to be illegal, invalid or unenforceable the remaining provisions, or the remainder of the provision concerned, will continue in effect.
- 23.6 If any dispute arises in connection with the Exchange Programme and/or this Agreement, representatives of the parties with authority to settle the dispute will, within 30 days of a written request from one Party to the other, work together in good faith effort to resolve the dispute. If the dispute is not resolved at that time, the dispute will be escalated to the Vice-Chancellor, President or equivalent of the Parties for resolution. If the dispute remains unresolved after a further 30 calendar days, the Parties will seek to settle the dispute by independent mediation.
- 23.7 Any claim or dispute arising out of or in connection with this Agreement shall be governed by and construed in accordance with the defendant's law and courts of the defendant's country.

Signed on behalf of :

Firmato digitalmente da: Roberto Tottoli
Limitazioni d'uso: Explicit Text: Certificate issued through
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identity, not usable to require other SPID digital identity
Data: 09/10/2023 20:09:42

Professor Roberto Tottoli
Rector

Università di Napoli "L'Orientale"
Date :

Signed on behalf of :

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Peter Clack
Director of Global Exeter

University of Exeter
Date : 06 October 2023 | 13:12 BST

