



DATED SEPTEMBER 3RD, 2024

UNIVERSITY OF PORTSMOUTH HIGHER EDUCATION CORPORATION

and

JUSTICE INSTITUTE OF BRITISH COLUMBIA

STUDENT EXCHANGE AGREEMENT

This Student Exchange Agreement ("**Agreement**") is made between:

- (1) **UNIVERSITY OF PORTSMOUTH HIGHER EDUCATION CORPORATION** whose principal office is at University House, Winston Churchill Avenue, Portsmouth, PO1 2UP, United Kingdom ("**Portsmouth**"); and
- (2) **JUSTICE INSTITUTE OF BRITISH COLUMBIA** whose offices are located at 715 McBride Boulevard, New Westminster, British Columbia, Canada V3L 5T4 (henceforth referred to as "**JIBC**").

referred to together as the "**Parties**" and individually as a "**Party**".

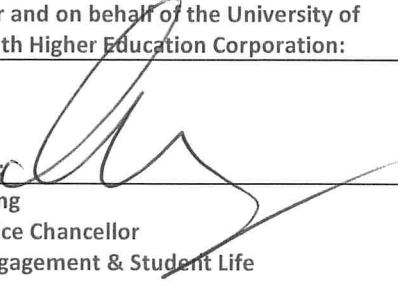

1. BACKGROUND

- 1.1. Portsmouth is an accredited provider of further and higher education in the United Kingdom.
- 1.2. JIBC is an accredited provider of further and higher education in Canada.
- 1.3. UNDERGRADUATE STUDENT EXCHANGE The purpose of this Agreement is to facilitate reciprocal undergraduate student exchange on a one-for-one basis between Portsmouth and JIBC pursuant to the terms of this Agreement, in the interests of expanding educational opportunities and furthering international understanding.

2. AGREEMENT

- 2.1. This Agreement shall commence on September 3rd, 2024 (the "**Commencement Date**"), and continue until August 31st, 2029 (the "**Expiry Date**"), unless otherwise terminated in accordance with its terms.
- 2.2. Each Party will fulfil the roles and responsibilities assigned to it in **Schedule 1 and its Annexes**.
- 2.3. The primary financial obligations of the Parties are detailed in **Schedule 2**.
- 2.4. The general terms and conditions of this Agreement are set out in **Schedule 3**.
- 2.5. If the fulfilment of this Agreement requires the sharing or other processing of personal data (as defined in Schedule 4), the Parties will comply with the terms set out in **Schedule 4**.

This Agreement has been agreed and signed on behalf of each Party by their duly authorized representatives, as follows:

Signed for and on behalf of the University of Portsmouth Higher Education Corporation:	Signed for and on behalf of JUSTICE INSTITUTE OF BRITISH COLUMBIA
	
Signature: Chris Chang Deputy Vice Chancellor Global Engagement & Student Life	Signature: Len Goerke, President and CEO
Name and role:	Name and role:
Date: 10 th Sept 2024	Date: 24/09/24

SCHEDULE 1 – ROLES & RESPONSIBILITIES – STUDENT EXCHANGE (UNDERGRADUATE)

1. THE EXCHANGE PROGRAMME

- 1.1. The Parties will establish a programme of student exchanges (the **Exchange Programme**), to allow undergraduate students of each Party (in each case, the **Home Institution**) to study one or more semesters at the other Party (the **Host Institution**) on corresponding programmes of study. A **semester** is a teaching period of twelve weeks aligned to the Parties' respective academic years.
- 1.2. Each Party shall appoint an Exchange Co-ordinator who will be responsible for all matters relating to the administration and co-ordination of the Exchange Programme, including the management and support of participant students (**Exchange Students**).
- 1.3. The contact details for the Exchange Co-ordinators is set out in Annex 1.

2. EXCHANGE STUDENTS

- 2.1. The number and timings of Exchange Students is set out in Annex 2.
- 2.2. The Exchange Programme will operate on a one-for-one basis, such that the total number of Exchange Students sent and received by each Party will be equal in any given academic year.
- 2.3. The Parties recognise that an occasional minor disparity in numbers may occur in any one year. Such disparities will normally be accepted without additional charges provided they can be re-equalised prior to the Expiry Date of the Agreement.
- 2.4. If a maximum number of Exchange Students appears likely to be, or is, exceeded, the Parties will review and agree how to proceed in writing.
- 2.5. Unless otherwise agreed by the Parties in writing, all Exchange Students taking part in the Exchange Programme shall at the completion of the exchange period return to the Home Institution.

3. ADMISSIONS REQUIREMENTS

- 3.1. No Exchange Student will be permitted to join a programme of study at the Host Institution until the programme has been approved and fully recognised, including any proposed credit transfer, by the Home Institution.
- 3.2. Exchange Students shall be selected in accordance with the following process, which may be repeated until the maximum numbers are achieved:
 - 3.2.1. each Party will promote the Exchange Programme to those of its students who will benefit from, and are suited to, taking part, and who meet the admissions criteria and any language requirements set by the Host Institution;
 - 3.2.2. each Party shall collate and send the other Party a completed list of nominated Exchange Students in sufficient time and in accordance with any institutional deadlines. Each Party shall then provide an application link and guide to all nominated students. It is every student's responsibility to complete the application to the Host Institution in a timely manner, in sufficient time for consideration prior to the proposed exchange commencement date, and in accordance with any institutional deadlines. Any transfer of personal data must be undertaken in accordance with Schedule 4 of this Agreement;
 - 3.2.3. each application shall include, in such format as is agreed between the Parties:
 - 3.2.3.1. details of the proposed Exchange Student's academic background, demonstrating that the proposed Exchange Student has the relevant pre-requisite knowledge in the subject area and has attained appropriate levels in their course of study or relevant subject area at their Home Institution.

3.2.4. the Host Institution shall in each case determine, in its absolute discretion and subject to such further conditions as it deems necessary, whether a proposed Exchange Student shall be admitted.

3.3. Any further programme-, course- or faculty-specific information and admissions requirements are detailed in Annex 2.

4. VISAS AND IMMIGRATION

4.1. It is the responsibility of each individual Exchange Student to obtain an appropriate and valid visa, and satisfy any other applicable country-specific immigration requirements, in a timely manner.

4.2. Each Party will require appropriate supporting documents for visa purposes in accordance with the prevailing laws or prevailing immigration regulations.

4.3. Exchange Students must comply, at all times, with all applicable prevailing immigration legislation, regulations, guidelines, and any other requirements imposed by the immigration authorities or legislation. The Parties shall co-operate, and take any relevant action as required, to ensure such they are compliant.

4.4. The Parties shall cooperate to ensure that they comply with any statutory requirements as required by prevailing county-specific immigration legislation.

5. PRE-PROGRAMME INFORMATION

5.1. The Parties shall collaborate to provide the selected Exchange Students with pre-programme information, including:

5.1.1. information about the Host Institution's campus, resources and facilities, teaching assessment methods and admission requirements; and

5.1.2. advice on the legal requirements and entitlements, conditions of entry and stay in the country/territory, employment regulations, mandatory health care insurance and health care arrangements.

6. ACADEMIC STATUS

6.1. All Exchange Students shall remain registered as regular degree students at the Home Institution and shall be registered as non-tuition fee paying students for Programmes at the Host Institution. Exchange Students are expected to maintain the equivalent of a full-time programme load at the Host Institution.

6.2. Academic credit earned at the Host Institution during the exchange year will be transferred to the Home Institution according to the policies of the Home Institution. The Host Institution shall provide each Exchange Student with an official transcript or equivalent record of the academic work completed during the exchange period.

6.3. Exchange Students are subject to all the rules and regulations of the Host Institution, and the laws and procedures of the country or territory in which the Host Institution is located.

6.4. Each Party will ensure that Exchange Students have access to all relevant documents that set out the respective responsibilities of the Exchange Students and the Parties, including course or programme descriptions, course or programme specifications, module/unit descriptors, and intended learning outcomes.

6.5. Each Exchange Student shall be provided with equivalent academic resources and support services that are available to all students at the Host Institution.

- 6.6 The Parties will collaborate to ensure that Exchange Students can be confident that the quality of learning opportunities offered through the exchange agreement is adequate to enable them to achieve the academic standard required for their award.
- 6.7 The Home Institution shall allow its Exchange Students to have access to such financial support and maintenance grants as are available to its other students and are not prohibited by applicable law. No access to financial support will be available from the Host Institution unless otherwise agreed in writing.

7. HOUSING ARRANGEMENTS

- 7.1 Each Host Institution will use reasonable endeavours to make accommodation available to Exchange Students, in accordance with its standard accommodation procedures.
- 7.2 Access to Host Institution accommodation is subject to the relevant Exchange Student complying with all relevant processes and requirements, and abiding by the rules and regulations governing such accommodation.
- 7.3 Accommodation is subject to such compliance and to availability. It is not guaranteed. Where the Host Institution is unable to offer accommodation, it will provide reasonable support to the relevant Exchange Student(s) to find alternative accommodation.
- 7.4 Any further programme-, course- or faculty-specific accommodation information and requirements are detailed in Annex 2.

8. ADDITIONAL INSURANCE REQUIREMENTS

- 8.1 The following requirements apply in addition to the requirements set out in Schedule 3.
- 8.2 Each Home Institution shall take all reasonable steps to ensure that its Exchange Students are provided with, or obtain for themselves, all relevant insurance covers in adequate terms (including, without limitation, travel cover and medical cover (including accident and emergency cover)).
- 8.3 The Parties will support the Exchange Students in accessing, as applicable, such public health services as are available in the country or territory of the Host Institution, subject to any applicable requirements (which may include payments).
- 8.4 Any further programme-, course- or faculty-specific insurance or healthcare information and requirements are detailed in Annex 2.

9. EMERGENCY PROTOCOLS

- 9.1 In the event of an emergency affecting one or more Exchange Students (for example, a medical emergency, serious illness, or major incident), the Exchange Co-ordinators will contact each other as a matter of urgency and shall collaborate to manage the emergency appropriately. Unless and until otherwise agreed, the standard processes applicable at the Host Institution shall apply.

ANNEX 1 TO SCHEDULE 1

Exchange Co-ordinators and other contacts

For Portsmouth				
Exchange Co-ordinator	Global Mobility Officer UoP Global, University of Portsmouth, First Floor, Nuffield Centre, St Michael's Road, Portsmouth, PO1 2ED, United Kingdom			
	Tel:	+44 23 9284 3488	Email:	goabroad@port.ac.uk
Data Protection Contact	Data Protection Officer University of Portsmouth, University House, Winston Churchill Avenue, Portsmouth PO12UP, United Kingdom			
	Tel:	+44 23 9284 3642	Email:	data-protection@port.ac.uk
Partnership Contract Liaison				
Partnership Contract Liaison	Partnerships, Corporate Governance, University of Portsmouth, University of Portsmouth, Floor 1 Mercantile House, Hampshire Terrace, Portsmouth PO1 2EG, United Kingdom			
	Tel:	+44 23 9284 3196	Email:	partnerships@port.ac.uk
Main Switchboard	Tel:	+44 23 9284 8484	Web:	www.port.ac.uk

For JIBC				
Exchange Co-ordinator	Rodolfo Torrezan, Manager, International Programs and Partnerships Office of International Affairs 715 McBride Blvd, New Westminster, BC V3L 5T4			
	Tel:	604.528.5753	Email:	international@jibc.ca
Data Protection Contact	Mike Proud, VP Finance & Operations 715 McBride Blvd, New Westminster, BC V3L 5T4			
	Tel:	604.528.5510	Email:	mproud@jibc.ca
Partnership Contract Liaison				
Partnership Contract Liaison	Stuart Ruttan, Dean, School of Criminal Justice & Security and Office of International Affairs 715 McBride Blvd, New Westminster, BC V3L 5T4			
	Tel:	604.528.5603	Email:	sruttan@jibc.ca
Main Switchboard	Tel:	+1.604.525.5422	Web:	www.jibc.ca

ANNEX 2 TO SCHEDULE 1

A. Exchange Students – numbers and timings

Below sets out the details of the maximum numbers of Exchange Students, including any restrictions by programme, course or faculty, or restrictions on timings:

The Exchange Programme shall extend to a maximum of four students of each Party at any one time. In each year, that maximum may be made up of, for example:

- four Exchange Students each participating for the whole year;
- two groups of four Exchange Students each participating for one semester; or
- a combination of the above, provided the overall maximum is adhered to.

B. Programme-, course- or faculty-specific entry requirements

For Portsmouth

Applications to the Exchange Programme can only be made via online application portal. Nominated student must successfully complete at least one year of academic studies at home institution and meet the entry requirements:

- A copy of the academic transcript of records in English.
- English language proficiency evidence at a minimum of IELTS band 6.0 with no component score below 5.5 or an [approved equivalent](#).
- A copy of a valid passport.
- Learning Agreement including a list of selected modules.

Incoming students to Portsmouth will normally join: U2505FTC Exchange Programme in the Faculty of Humanities and Social Sciences Students can choose modules from the Criminology and Forensic Studies subject area under this link:

<https://www.port.ac.uk/study/exchanges-and-study-abroad/choose-what-you-study>

For Partner

Applications to the Exchange Programme can be made via the online application portal (<https://apply.educationplannerbc.ca>) or by emailing JIBC's Office of International Affairs the complete application package. The nominated student must have completed at least one year of academic studies at home institution and meet the entry requirements:

- A copy of the academic transcript of records in English.
- Meet JIBC's English language proficiency evidence requirements with an equivalent grade to English 12 "C", IELTS 6.5 overall, a minimum of 6.0 in each skill band, or [approved equivalent](#).
- A copy of a valid passport.
- Learning Agreement including a list of selected modules.

Incoming exchange students to JIBC will normally be approved to join courses that are part of the following programs from the School of Criminal Justice and Security:

1. Law Enforcement Studies Diploma: <https://www.jibc.ca/areas-of-study/law-enforcement-investigation/law-enforcement-studies>
2. Bachelor of Law Enforcement Studies: <https://www.jibc.ca/areas-of-study/law-enforcement-investigation/law-enforcement-studies-bles>

C. Programme-, course- or faculty-specific accommodation information and requirements

For Portsmouth

Exchange students can apply for accommodation once an Unconditional Offer has been made to them. Therefore, it is strongly recommended that students complete their application to the Exchange Programme form early, so there is adequate time for applying for accommodation and to meet relevant accommodation application deadlines.

The Student Housing team will assist students in finding a place to live either in a Hall of Residence or a student house in the private sector. There is a variety of private accommodation in Portsmouth, with a range of price points.

Student Housing team contact details:

Email: student.housing@port.ac.uk

Website: <https://www.port.ac.uk/student-life/accommodation/guaranteed-room-in-halls>

For Partner

Since JIBC does not provide on-campus housing facilities, all students arriving from outside of the Metro Vancouver region will need to find a place to live on their own. Suggestions can be found at <https://www.jibc.ca/international-studies/transportation-and-living-arrangements>

D. Programme-, course- or faculty-specific insurance or healthcare information and requirements

For Portsmouth

International Exchange Students studying at Portsmouth for less than six months are not entitled to UK National Health Service (NHS) treatment under current UK law. All Partner Exchange Students studying at Portsmouth for less than six months are advised to purchase private medical emergency health and accident insurance. Partner will require its Exchange Students to purchase such insurance, or any other such insurances that may be mandated or required, from a reputable insurance provider prior to the commencement of their exchange.

International Exchange Students seeking to enter the UK under the UKVI Student Route for a visa duration of six months or more are required to pay the Immigration Health Surcharge as a compulsory part of a visa application. This will give them access to NHS healthcare and the ability to register with a local GP (doctor – general practitioner).

For Partner

All incoming exchange students will automatically be enrolled in temporary medical insurance provided by Guard.me. This coverage includes emergency medical insurance and addresses unforeseen illnesses or injuries. Upon enrollment, students will receive an ID card and policy details directly from Guard.me via email, along with a comprehensive insurance policy outlining benefits, exclusions, and limitations. Coverage begins one month prior to the start of the semester. The cost for four months of coverage is approximately \$203.

Students arriving in Canada before their program start date can purchase additional coverage through Guard.me on JIBC's portal. Failure to do so will hold students solely responsible for any medical emergency expenses incurred.

Exchange students planning to reside in British Columbia for over six months must enroll in the British Columbia Medical Services Plan (BC MSP). Application should be made within the first ten days of arrival in BC. Further details can be found on the BCMSP website: <https://www2.gov.bc.ca/gov/content/health/health-drug-coverage/msp/bc-residents/eligibility-and-enrolment/how-to-enrol>

SCHEDULE 2 – FINANCIAL ARRANGEMENTS – STUDENT EXCHANGE

1. Exchange Students shall be liable for, and shall meet the costs of, academic tuition fees of their Home Institution.
2. Exchange Students are responsible for their own financial support, and the Host Institution bears no responsibility for providing funds to an Exchange Student for any purpose. Exchange Students shall be responsible for all expenses including, but not limited to, accommodation, food, travel, visas, insurance as appropriate, books, etc.
3. Students participating in a student exchange programme may apply to receive funding under an appropriate scheme in their respective countries.
4. Each Party will be responsible for their own expenses in relation to communications, staff visits and management of this Agreement.

SCHEDULE 3 - GENERAL TERMS AND CONDITIONS

1. COLLABORATIVE DELIVERY

- 1.1. In fulfilling its obligations under this Agreement, each Party shall:
- 1.1.1. co-operate with the other Party in all matters relating to the fulfilment of its obligations;
 - 1.1.2. perform its obligations with the best care, skill and diligence in accordance with best practice;
 - 1.1.3. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that its obligations are fulfilled in accordance with this Agreement; and
 - 1.1.4. maintain all licences and consents which may be required for such fulfilment.
- 1.2. Each Party will comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the activities contemplated by this Agreement. In particular, and without limitation, each Party will comply with, and provide reasonable assistance to the other Party in complying with:
- 1.2.1. all applicable consumer protection legislation and guidance;
 - 1.2.2. all applicable data protection legislation and guidance;
 - 1.2.3. all applicable legislation and guidance relating to bribery and modern slavery;
 - 1.2.4. all applicable legislation and guidance relating to freedom of information, freedom of speech and academic freedom; and
 - 1.2.5. all applicable legislation and guidance relating to discrimination or discriminatory practices.

2. COMMUNICATION

- 2.1. Each Party shall nominate designated contacts who will have responsibility for liaison with the other Party on strategic and other matters relating to this Agreement.
- 2.2. Each Party's designated contacts, as at the Commencement Date, are set out in Schedule 1. A Party may change its designated contact(s) by notifying the other Party of the updated contact details.
- 2.3. Notices under this Agreement must be made in writing. Notices under this Agreement should be addressed to the relevant Party's designated contact and sent by email, recorded first class post or by reputable courier service. The deemed day of service of the notice is set out below:

Method of service:	Deemed day of service:
By courier	within five working days of posting
By recorded delivery post	within five working days of posting
By email	the day of transmission by the sender, provided no error report is received by the sender.

- 2.4. Clauses **Error! Reference source not found.** to 0 shall not apply to the service of documents in legal proceedings.
- 2.5. In the event that a dispute arises in connection with this Agreement, the designated contacts shall attempt in good faith to resolve the dispute amicably and promptly between themselves. If the dispute or claim is not resolved, it shall be referred to head of department (or equivalent) level) for further discussion and then, if necessary, resolution shall then be sought through further discussions at the level of Deputy Vice-Chancellor (or equivalent role).

3. CONFIDENTIALITY

- 3.1. Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by clause 3.2.
- 3.2. Each Party may disclose the other party's confidential information:
- 3.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the Party's obligations under 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 3.2; and

- 3.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 3.3. Neither Party shall use the other Party's confidential information for any purpose other than to perform its obligations under this Agreement.
4. **MARKETING AND PROMOTION**
 - 4.1. Where one Party wishes to use the other Party's name, logo or other intellectual property rights in marketing or other public materials, it must seek the prior written approval of the other Party. Where such use is permitted by the other Party, it must be in accordance with any conditions set by the other Party and shall, in any event, be in accordance with a) any applicable brand guidelines of the other Party and b) all applicable legislation and regulatory requirements.
5. **ACADEMIC STANDARDS AND QUALITY ASSURANCE**
 - 5.1. Each Party will provide such assistance as reasonably requested by the other Party (within the legal limits of each Party's country) in order to meet the prevailing quality assurance obligations that may exist at each Party and within their respective countries/territories, including but not limited to any applicable external examining arrangements.
 - 5.2. Quality reviews of this partnership may be carried out from time to time by the Parties in accordance with their prevailing institutional policies. Such reviews shall assess, without limitation, whether standards and quality of learning opportunities are being met and whether the standards of the academic courses approved under this Agreement continue to be equivalent and compatible with the applicable regulatory requirements and appropriate benchmarks. If as a result of such a review any Party considers in its reasonable opinion that changes or actions are required by the other Party, the Parties shall discuss the review findings and take appropriate action.
 - 5.3. Where a Party is the subject of adverse findings in a standards, quality or equivalent or related review by any competent professional, statutory or regulatory body, it will make the findings available to the other Party and will discuss with the other Party its plans for remediation.
6. **STUDENT COMPLAINTS**
 - 6.1. Each Party shall provide all reasonable assistance to the other Party in responding to student complaints arising from or in connection with this Agreement.
 - 6.2. Student complaints will normally be heard under the process applicable at the Party whose actions are the subject of the complaint, or which is best placed to review the complaint.
 - 6.3. Where a student of one Party makes a complaint that is addressed under the other Party's processes, and the student is unsatisfied with the outcome having exhausted those processes, the student may have recourse to the applicable processes of the first Party.
7. **INTELLECTUAL PROPERTY**
 - 7.1. Any intellectual property contributed, supplied or disclosed by a Party in connection with or for any purpose related to this Agreement shall, as between the Parties, be and remain the sole and absolute property of that Party, together with together with any developments, improvements, amendments or modifications thereto.
 - 7.2. All rights and interest in a Party's name and logo and the goodwill associated with them shall belong to and accrue to that Party.
 - 7.3. Any additional terms relating to intellectual property rights ownership shall be set out in Schedule 2.
8. **INSURANCE**
 - 8.1. Each Party will maintain all appropriate insurance covers with a reputable insurance company (or equivalent self-insurance provision) applicable to its obligations under this Agreement, for the term of this Agreement and not less than six years thereafter. Each Party will supply the other Party, on request, with appropriate evidence of such cover or provision.
 - 8.2. Any additional insurance requirements shall be set out in Schedule 2.

9. DATA PROTECTION

- 9.1. Each Party will comply with all applicable legislation, guidance, and codes of practice with regard to data protection (hereinafter "Data Protection Legislation") as they apply to the activities contemplated by this Agreement.
- 9.2. Before sharing or otherwise processing Personal Data (as defined in the Data Protection Legislation) under this Agreement, each Party shall execute, and thereafter comply, with the data processing agreement set out in Schedule 3.
- 9.3. Each Party shall assist the other in complying with the requirements of the Data Protection Legislation. In particular, each Party shall:
- 9.3.1 consult with the other Party about any notices given to data subjects in relation to the Shared Personal Data (as defined in the Data Protection Legislation); and
 - 9.3.2 assist the other Party, at the cost of the other Party, in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and
 - 9.3.3 notify the other Party, to the contact details as referred to in Schedule 4, within one (1) working day of becoming aware of any breach of the Data Protection Legislation; and
 - 9.3.4 maintain complete and accurate records and information to demonstrate its compliance with this clause.
- 9.4. Each Party shall be responsible for, and where not excluded by operation of law or its legal status, shall indemnify the other against, all liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the other Party arising out of or in connection with the breach of the Data Protection Legislation by the responsible Party, its employees or agents, provided that the other Party gives the responsible Party timely notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

10. LIABILITY

- 10.1. References to liability in this clause include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.2. Neither Party may benefit from the limitations and exclusions set out in this clause in respect of any payment obligation, or in respect of any liability arising from its deliberate default.
- 10.3. Nothing in this Agreement shall limit any liability under clauses 1.2 (Collaborative Delivery) or 9.4 (Data Protection) of this Agreement.
- 10.4. Nothing in this Agreement shall limit or exclude any liability which cannot legally be limited, including:
- 10.4.1. death or personal injury caused by that Party's negligence, or
 - 10.4.2. any fraud or fraudulent misrepresentation.
- 10.5. Subject to clauses 10.2, 10.3, and 10.4 above, neither Party shall have any liability to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or for any indirect or consequential loss or damage whatsoever (howsoever caused and whether in negligence or otherwise) arising out of or in connection with this Agreement whether such losses or damages were foreseen, foreseeable, known or otherwise.
- 10.6. Subject to 10.2, 10.3, and 10.4 above, each Party's total liability to the other Party shall not exceed the greater of:
- 10.6.1. the sums covered under that Party's applicable insurance cover or self-insurance arrangements;
 - 10.6.2. a sum equivalent to £35,000 multiplied by the number of students covered by this Agreement in the relevant year;
 - 10.6.3. the Agreement value; and

- 10.6.4. the sum of two million CD (2,000, 000. CD)
- 10.7. Neither Party shall in any circumstances be liable for economic or other consequential or indirect loss or damages and in the event of legal liability being established neither Party shall be liable to pay damages arising from the aforementioned loss or damage.
- 10.8. This clause 10 shall survive the expiry or termination of this Agreement.
11. TERMINATION
- 11.1. Either Party may terminate this Agreement by giving written notice to the other Party of not less than one full academic year's notice expiring on 31 July of the relevant year.
- 11.2. Without limiting or affecting any other right or remedy available to it, either Party may terminate this Agreement immediately by giving written notice to the other Party if:
- 11.3.1. the other Party commits any material breach of the terms of this Agreement and, where such breach is capable of remedy, the other Party fails to remedy such breach within twenty-eight (28) days after being notified in writing to do so; or
- 11.3.2. the other Party (the defaulting Party) does or fails to do anything which brings the other Party (the non-defaulting Party) into disrepute (including committing an act of fraud or dishonesty whether or not connected with this Agreement); or
- 11.3.4. there is a change of control or legal status of the other Party, or the other Party's financial position deteriorates to such an extent that the other Party's capability to adequately fulfil its obligations under this Agreement has been placed in jeopardy; or
- 11.3.5. the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, in connection with any analogous procedure; or
- 11.3.6. the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 11.3. In the event of termination or expiry of this Agreement, for whatever reason and however caused, each Party shall ensure that adequate arrangements have been made to complete all its commitments, having particular regard to the welfare of any students affected.
- 11.4. Termination or expiry of this Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.
- 11.5. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
12. FORCE MAJEURE
- 12.1. Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, provided that the affected Party informs the other Party promptly and thereafter uses all reasonable endeavours to comply with the terms of this Agreement as fully and promptly as possible. If the period of delay or non-performance continues for four weeks, the other Party may terminate this Agreement by giving written notice to the affected Party.
13. ASSIGNMENT
- 13.1. Neither Party shall assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written approval of the other Party.

14. WAIVER AND VARIATION

14.1. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

14.2. No variation to this Agreement shall be effective unless made in writing and signed by a duly authorised representative of each of the Parties.

15. SEVERABILITY

15.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity or enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this clause, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended result of the original provisions.

16. NO PARTNERSHIP

16.1. Nothing in this Agreement is intended to create, or should be deemed to create, a partnership or the relationship of employer and employee between the Parties, or between their employees, agents or sub-contractors.

17. THIRD PARTY RIGHTS

17.1. Unless it expressly states otherwise, this Agreement does not give rise to any rights for third parties to enforce any its terms.

18. GOVERNING LAW

18.1. This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

18.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

19. ENTIRE AGREEMENT AND EXECUTION

19.1. This Agreement, together with its Schedules and Annexes, constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, statements, representations, warranties and understandings made by or between the Parties whether written, oral or implied, relating to its subject matter.

19.2. This Agreement may be executed and delivered in any number of counterparts, each of which being an original, and together constituting one and the same instrument.

DATA PROCESSING AGREEMENT (“DPA”) - Student Exchange

VARIABLES	
Parties’ relationship	Independent Controller to Controller.
Parties’ roles	Each Party will act as primarily as a Controller (as defined in Section 1 of the Terms).
Contacts	As defined in Schedule 2 to the Main Agreement.
Main Agreement	The Student Exchange Agreement to which this DPA is scheduled.
Term	This DPA will commence on the final date of signature of the Main Agreement and will continue for the term of the Main Agreement.
Breach Notification Period	As soon as possible, and without undue delay after becoming aware of a personal data breach.
Sub-processor Notification Period	Not applicable.
Governing Law and Jurisdiction	As per the Main Agreement.
Data Protection Laws	All laws, regulations and court orders which apply to the processing of Personal Data in the countries in which the parties are registered.
Services related to processing	As described in the Main Agreement.
Duration of processing	For the Term of this DPA.
Nature and purpose of processing	<p>A.1 The Parties have entered into the Main Agreement to facilitate student exchange. Each Party is a controller for the information that they supply to the other Party.</p> <p>A.2 Each Party will act as Controller in respect of its students’ Personal Data that it supplies to the other Party in order for the other Party to host incoming Students participating in the exchange; and</p> <p>A.3 Each Party is a Processor of the other Party when it receives that Party’s students’ Personal Data supplied to allow it to host such students participating in the exchange.</p> <p>A.4 Each Party will be a Controller for any Personal Data created and processed relating to students whilst it is hosting them.</p> <p>The Parties shall only Process shared Personal Data as required in performance of the Main Agreement, for the following Agreed Purposes:</p> <ul style="list-style-type: none"> ● to enable the Parties to process enquiries and applications for study; ● to provide education; ● to administer students on their course or programme of study to include performance of the academic programme (teaching, attendance monitoring, changes in circumstances, academic assessment, examinations and results); ● to provide support to students; ● if required, to provide administration of invoicing and payments under the terms of the Main Agreement; ● communicating with students and prospective students, or with a student’s next of kin or emergency contact persons in the event of an emergency; ● making any insurance claim for the benefit of or in connection with a student; ● verification, by authorised governmental agencies, of student participation in a student exchange programme, or where relevant, an award of credit made to a student participating in a Student Exchange; and ● auditing the processes and the performance of the Main Agreement.

Personal Data	<p>The types of personal data processed are:</p> <ul style="list-style-type: none"> ● Personal details, including but not limited to: name, email address, term-time and home addresses, telephone number, emergency contact details. ● Education details and student records. ● Education and employment details. ● Financial details. ● Student attendance records. ● Disciplinary records. ● Vetting checks, such as those necessary for visas & immigration, verifying ID, and where applicable vetting / clearance checks such as those necessary for studying courses in healthcare, safeguarding children & vulnerable adults, etc. <p>And, if declared by the student:</p> <ul style="list-style-type: none"> ● Physical or mental health details.
Data subjects	<p>The individuals whose Personal Data will be processed are each party's students participating in the student exchange</p>
Transfer Mechanism	<p>Where applicable, the International Data Transfer Agreement issued by the Information Commissioner's Office under Section 119A of the Data Protection Act 2018, effective from 21 March 2022 (see Annex 1 to Schedule 4).</p>

ANNEX 1	
<p>Security measures. Technical and organisational measures to ensure the security of Personal Data</p>	<p>https://www.port.ac.uk/about-us/structure-and-governance/legal/data-protection/data-protection-for-students</p> <p>Transfer of Personal Data is primarily conducted by email. Once the Personal Data has been received at Portsmouth it shall be transferred, as appropriate, into Portsmouth's cloud-based student records system.</p>

ANNEX 2	
<p>Sub-processors. Current sub-processors</p>	<p>Not applicable.</p>

TERMS

1. What is this agreement about?

1.1 **Purpose.** The parties are entering into this Data Processing Agreement (**DPA**) for the purpose of processing Personal Data (as defined above).

1.2 **Definitions.** Under this DPA:

- (a) **adequate country** means a country or territory that is recognised under Data Protection Laws from time to time as providing adequate protection for processing Personal Data, and
- (b) **Controller, data subject, personal data breach, process/processing, Processor** and **supervisory authority** have the same meanings as in the Data Protection Laws.

2. What are each party's obligations?

2.1 **Mutual obligations.** Each party will:

- (a) only process Personal Data in accordance with this DPA (unless legally required to do otherwise),
- (b) use the technical and organisational measures described in Annex 1 when processing Personal Data to ensure a level of security appropriate to the risk involved for each of the parties, and
- (c) without undue delay, provide the other party with reasonable assistance with responses to data subjects' requests to exercise their rights under Data Protection Laws.

2.2 **Warranties.** The parties warrant that they and any staff and/or subcontractors will comply with their respective obligations under Data Protection Laws for the Term.

3. International personal data transfers

3.1 **Transfer mechanism.** Where a party processes Personal Data outside the UK, the EEA or an adequate country:

- (a) that party will act as the **data importer**,
- (b) the other party is the **data exporter**, and
- (c) the relevant Transfer Mechanism will apply.

3.2 **Additional measures.** If the Transfer Mechanism is insufficient to safeguard the transferred Personal Data, the data importer will promptly implement supplementary measures to ensure Personal Data is protected to the same standard as required under Data Protection Laws.

3.3 **Disclosures.** Subject to the terms of the relevant Transfer Mechanism, If the data importer receives a request from a public authority to access Personal Data, it will (if legally allowed):

- (a) challenge the request and notify the data exporter about it, and
- (b) only disclose to the public authority the minimum amount of Personal Data required and keep a record of the disclosure.

4. Other important information

4.1 **Survival.** Any provision of this DPA which is intended to survive the Term will remain in full force.

4.2 **Order of precedence.** In case of a conflict between this DPA and other relevant agreements, they will take priority in this order:

- (a) Transfer Mechanism,
- (b) DPA,
- (c) Main Agreement.

4.3 **Notices.** Formal notices under this DPA must be in writing and sent to the Contact on the DPA's front page as may be updated by a party to the other in writing.

4.4 **Third parties.** Except for affiliates, no one other than a party to this DPA has the right to enforce any of its terms.

4.5 **Entire agreement.** This DPA supersedes all prior discussions and agreements and constitutes the entire agreement between the parties with respect to its subject matter and neither party has relied on any statement or representation of any person in entering into this DPA.

4.6 **Amendments.** Any amendments to this DPA must be agreed in writing.

4.7 **Assignment.** Neither party can assign this DPA to anyone else without the other party's consent.

4.8 **Waiver.** If a party fails to enforce a right under this DPA, that is not a waiver of that right at any time.

4.9 **Governing law and jurisdiction.** The Governing Law applies to this DPA and all disputes will only be litigated in the courts of the Jurisdiction.

INTERNATIONAL DATA TRANSFER AGREEMENT (“IDTA”) SCHEDULE (“SCHEDULE”)

Purpose. This Schedule supplements the Data Processing Agreement entered into between the parties (the DPA) to govern the international transfer of personal data. By signing the DPA, the parties agree to be bound by the terms of this Schedule.

PART 1: TABLES

TABLE 1		
Start date	The Commencement Date of the Main Agreement.	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties’ details	Each Party shall be an Exporter and an Importer variously depending on the data transfer in question. Each Party will comply with these terms in accordance with their role as relevant.	
TABLE 2		
UK country’s law that governs the IDTA	England and Wales.	
Primary place for legal claims to be made by the Parties	England and Wales.	
The status of the Exporter	In relation to the Processing of the Transferred Data: Exporter is a Controller.	
The status of the Importer	In relation to the Processing of the Transferred Data: Importer is a Controller.	
Whether the UK GDPR applies to the Importer	UK GDPR and Data Protection Act 2018 applies to the Importer’s Processing of the Transferred Data.	
Linked Agreement Term	The DPA executed between the Parties. The Importer may Process the Transferred Data for the Term as described in the Variables table of the DPA.	
Ending the IDTA before the end of the Term	The Parties can end the IDTA before the end of the Term by serving notice coterminous with a notice to terminate the Main Agreement, as set out in Section 29 (How to end this IDTA without there being a breach).	
Ending the IDTA when the Approved IDTA changes	Both Parties may end the IDTA as set out in Section 29.2.	
Can the Importer make further transfers of the Transferred Data?	The Importer may not transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data).	
Specific restrictions when the Importer may transfer on the Transferred Data	The Importer may only forward the Transferred Data in accordance with Section 16.1.	
Review Dates	The Parties must review the Security Requirements at least once each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment.	
TABLE 3		
Transferred Data	The personal data to be sent to the Importer under this IDTA consists of the personal data described in the Variables table at the beginning of the DPA.	
Special Categories of Personal Data and criminal convictions and offences	The Transferred Data includes data relating to physical or mental health.	
Relevant Data Subjects	The Data Subjects of the Transferred Data are as described in the Variables table at the beginning of the DPA.	
Purpose	The Importer may process the Transferred Data for the purpose described in the Variables table at the beginning of the DPA.	
TABLE 4		
Security of Transmission	As described in the Annex 1 of the DPA.	
Security of Storage	As described in the Annex 1 of the DPA.	
Security of Processing	As described in the Annex 1 of the DPA.	

Organisational security measures	As described in the Annex 1 of the DPA.
Technical security minimum requirements	As described in the Annex 1 of the DPA.
Updates to the Security Requirements	The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to.
PART 2: EXTRA PROTECTION CLAUSES	
Extra Protection Clauses	N/A
(i) Extra technical security protections	N/A
(ii) Extra organisational protections	N/A
(iii) Extra contractual protections	N/A
PART 3: COMMERCIAL CLAUSES	
Commercial Clauses	N/A
PART 4: MANDATORY CLAUSES	
Mandatory Clauses	Mandatory Clauses of the Approved IDTA, being the template IDTA A.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.4 of those Mandatory Clauses.