



Student Exchange Agreement

This Agreement is made between:

KING'S COLLEGE LONDON, a university with charitable status established under royal charter and having its office at Strand, London WC2R 2LS ("**King's**"); and

Universidade Federal da Bahia, a public higher education institution with didactic-scientific, administrative, patrimonial and financial autonomy, under the terms of the Decree no. 62,241, of February 8, 1968 (the "**Partner Institution**");

each a "**Party**" or collectively the "**Parties**".

WHEREAS

- (A) King's and the Partner Institution wish to collaborate together on the exchange of students through their respective student exchange programmes under which each Party's students will be able to study on courses offered by the other Party upon the legally binding terms and conditions of this Agreement. Students will be registered on credit-bearing modules as non-award students, but credit taken may count towards their degree / qualification from their Home University (as defined below).
- (B) The parties acknowledge that the Agreement is open to students enrolled within the department of Languages, Literatures and Cultures (Excluding Comparative Literature Modules) at King's and to students enrolled in any course (excluding courses in the Healthcare field) at the partner institution.

IT IS AGREED to operate the exchange Programme as follows:

1. Definitions

1.1 In this Agreement, the following words shall have the meaning given:

"**Academic Year**" means a period of twelve (12) months from 1st August until 31st July unless otherwise agreed between the Parties.



"Agreement" means this agreement and any schedules and appendixes attached hereto as may be amended from time to time.

"Applicable Laws" means, in relation to a Party, all legislation, law, regulations, and legally binding codes of practice applicable to that Party from time to time.

"Exchange Student(s)" will mean the **undergraduate and postgraduate taught** student(s) participating in the Programme under the terms and conditions set forth in this Agreement.

"Exchange Period" means the duration of Exchange Student's stay at the Host University, under the terms of this Agreement.

"Force Majeure Event" means an occurrence or circumstance beyond the reasonable control of that Party, including, without limitation, acts of God, arbitrary governmental action, war, terrorism, industrial disputes, fire, flood, government orders, epidemics, pandemics and national emergencies.

"Home University" will mean, in relation to either of the Parties, the Party in which an Exchange Student is permanently enrolled as a degree candidate.

"Host University" will mean, in relation to either of the Parties, the Party that has agreed to receive Exchange Students from the Home University for a period of study on the Programme.

"Intellectual Property Rights" means any patent, copyright (including moral rights), design, trade mark rights, database rights or other similar rights, rights to apply for registration under a statute in respect of those or like rights (including renewals and extensions) and rights to protect trade secrets, knowhow, goodwill and confidential information.

"Premises" means any site or address of either King's or the Partner Institution as agreed between the Parties from time to time.

"Programme" means the student exchange scheme operated under the terms of this Agreement.

- 1.2 The headings to the clauses of this Agreement are inserted for convenience of reference only and are not material with respect to the interpretation of the Agreement.



- 1.3 Clause, and Schedule headings shall not affect the interpretation of this Agreement.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.6 A reference to writing or written includes fax and email.
- 1.7 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. The Programme

- 2.1 The Host University shall use all reasonable endeavours to teach, as part of the Programme, the modules or courses as agreed in advance between the Parties, subject to it being recognised that the Host University may on occasion need to change or withdraw modules or courses on offer and the Home University shall agree to any such changes.
- 2.2 Each Party shall ensure that there are sufficient numbers of staff available to deliver the elements of the Programme for which they are responsible and that such staff are, in the sole discretion of that Party, suitably qualified to deliver those elements.
- 2.3 Each Party shall maintain the internal infrastructure necessary and appropriate to perform its obligations under this Agreement, including and not limited to, maintaining appropriate levels of career advisory services, information technology capabilities and physical facilities, the provision of an exchange student office to provide a dedicated exchange student service and visa and immigration support services.
- 2.4 Each Party shall be solely responsible for all aspects of quality assurance and enhancement for its own respective courses and programmes in accordance with the legal or regulatory regime governing quality assurance applicable to that Party. The Host University shall also fulfil any additional obligations requested by the Home University, provided that such additional obligations:



- 2.4.1 have been notified to the Host University in advance;
- 2.4.2 are reasonable and necessary to enable the Home University to comply with its obligations under the Programme; and
- 2.4.3 do not incur any additional cost for the Host University.

The Host University shall promptly inform the Home University if it is unable to comply with any additional obligations required under this clause 2.4.

- 2.5 Each Party shall ensure that the quality of the academic provision of its courses, modules and programmes relevant to the Programme shall be maintained at a high standard and (as a minimum) to the level existing as at the date of this Agreement.

3. Numbers of Exchange Students

- 3.1 A maximum of **Two** Exchange Students shall be exchanged between both Parties each Academic Year. The number of Exchange Students may be amended by mutual agreement before the end of February in a current Academic Year, which shall apply to the forthcoming Academic Year. For the purpose of calculating the relevant number of Exchange Students, it is agreed that two Exchange Students each enrolling for one semester of study is equivalent to one Exchange Student enrolling for one Academic Year of study.

4. Status of Exchange Students and student registration

- 4.1 The Host University shall accept, register and recognise incoming Exchange Students as non-regular students (i.e., students who do not aim at obtaining a degree or other formal qualification from the Host University and are not eligible for either) for the duration of the Exchange Period. Exchange Students shall, during the Exchange Period, be permitted access to libraries, student support services, study spaces, IT services, and other facilities that are normally available to undergraduate or postgraduate students on comparable courses at the Host University. The Host University shall take reasonable steps to help safeguard the general welfare of Exchange Students during the Exchange Period.
- 4.2 The Parties agree that Exchange Students shall at all times during the Exchange Period remain registered students of the Home University.



5. Exchange Student selection and enrolment

- 5.1 Exchange students must be nominated by the Home University. All potential Exchange Students must have completed at least one year of study at the Home University before participating in the Programme and must be in good academic standing at the time of the nomination.
- 5.2 Both Parties shall select potential Exchange Students on the basis of merit and in accordance with any applicable admissions requirements, conditions, prerequisites and/or documentation set by the Host University. These requirements shall be made available to potential Exchange Students as far as reasonably possible in advance of applying to participate in the Programme. The Host University shall have final authority on all admission decisions for students received as Exchange Students in accordance with this Agreement and shall inform the Home University of its decision as soon as practicable. The Host University may at its sole discretion agree to admit potential Exchange Students that do not meet the requirements set out in this clause.
- 5.3 The deadline for nominations for potential Exchange Students for King's is usually 15 March for students starting courses in September and 1 October for students starting courses in January, in the following Academic Year. Further information regarding King's dates and deadlines can be found here: <https://www.kcl.ac.uk/abroad/applying/dates-and-deadlines>. The deadline for nominations to the Partner Institution is 15 June for students starting courses in August and 20 December for students starting courses in March, in the following Academic Year.
- 5.4 Neither Party shall deny participation to or unlawfully discriminate against Exchange Students either during the nomination process or the Exchange Period on the grounds of race, colour, age, religion, national origin, sex, sexual orientation, creed, disability, or any other factor prohibited by applicable law.
- 5.5 Following nomination in accordance with clauses 5.1 to 5.4 above, each Party shall submit formal nomination and applications to the other which will be submitted and processed through the appropriate officers at both Parties.
- 5.6 The Host University shall provide the Home University with information on an annual basis regarding the overall programme of study available for Exchange Students, including individual course/module syllabi, forms of assessment, and the relevant marking scheme. In accordance with any applicable quality assurance mechanisms, the Home University shall approve the Host University's overall programme of study for its students participating in the Programme as



being appropriate to count towards the award of a degree from the Home University, consistent with the Home University's institutional policies and procedures.

- 5.7 A designated member of the academic staff at the Home University shall approve an Exchange Student's selection of courses/modules from the overall programme of study available at the Host University. For this purpose, the Partner Institution designates the departmental Collegiate Coordinator as responsible for such approvals. At King's the departmental Study Abroad Tutor shall approve an Exchange Student's selection of courses/modules.
- 5.8 The medium of teaching and assessment at King's shall be in English, and at the Partner Institution shall be in Portuguese, except where modules in another language are selected by an Exchange Student as part of their programme of study.
- 5.9 The Host University shall provide orientation sessions for Exchange Students at the start of the Exchange Period. Programme directors from each Party shall be in regular contact with each other throughout the Academic Year.
- 5.10 The Parties agree and shall procure that Exchange Students shall be solely responsible for applying for and obtaining any required visas or any other entry clearance documentation, or medical documentation (including relevant insurance) to enable them to participate in the Programme.

6. Duration of Stay

- 6.1 Formal applications for students who wish to start courses at the Host University in August/September should be submitted to the Host University before 10 April in the case of King's, and before 15 June in the case of the Partner Institution; applications for courses starting in January should be submitted to King's by 31 October and to the Partner Institution by 20 December, for courses starting in March.
- 6.2 Each Party procures that its Exchange Students shall return to their Home University promptly upon completion of the Exchange Period to complete their chosen programme of study. No extension of an Exchange Student's stay shall be agreed by the Host University unless agreed by the Home University.



7. Administration

- 7.1 Each Party shall designate staff to be responsible for the co-ordination of the Programme governed by this Agreement. For this purpose, the Partner Institution designates the International Affairs Office - SRI, while King's designates its Global Mobility Office. The two Parties shall consult with each other as necessary; in particular in order to evaluate such progress in co-operation as may have been achieved.
- 7.2 Both Parties shall maintain adequate records in relation to the Programme, in accordance with its own policies and procedures. Such records shall be securely held by each Party for a period of six (6) years.
- 7.3 To the extent permitted by law, each Party shall provide a reasonable level of cooperation (including by providing information about the Programme) with any requirements for review, inspection or audit by authorised agencies. If a Party wishes to conduct an audit of the other Party, it must give at least 14 working days' written notice to the other Party. Following receipt of such notice, the Party being audited shall allow the other Party, (or that Party's authorised representatives or agents) to have reasonable access to its premises in order for the audit to be carried out. Such audit shall be limited to books and records relating to this Agreement and shall not unreasonably disrupt the non-auditing Party. The Party carrying out such audit shall procure that any of its authorised representatives or agents comply with the confidentiality provisions as set out in this Agreement.
- 7.4 The Parties shall monitor, on an on-going basis, the exchange arrangements governed by this Agreement. The Partner Institution shall be subject to King's annual degree monitoring, with which the Partner Institution agrees to cooperate.

8. Finances and accommodation

- 8.1 The Parties agree that it is not anticipated that any payments will be made under this Agreement by either Party to the other in relation to the Programme. Unless specifically mentioned elsewhere in this Agreement, each Party shall bear its own costs in executing and complying with its obligations under this Agreement. Each Party shall make its best efforts to secure in its budget such financial provisions as may be necessary for the successful implementation of the Programme.
- 8.2 Tuition fees shall be paid by Exchange Students to their Home University and shall be waived by the Host University. The Home University shall be responsible for billing its own students and collecting the appropriate tuition fees. The use of



non-academic or non-obligatory facilities, services and functions at the Host University may require the payment of fees to the Host University by the Exchange Student, and Exchange Students will be given an indication of such costs in good time in advance of the Exchange Period. The Home University shall manage and retain final decision-making authority over all aspects of financial aid for its Exchange Students and the Host University shall not be responsible for providing financial support to any Exchange Student.

- 8.3 Exchange Students who are made a formal offer of admission to King's shall be eligible to apply for King's accommodation. Due to limited space, places are not guaranteed and Exchange Students attending King's should be prepared to secure private housing. More information on both King's and private housing can be found on the King's Residences webpages at <http://www.kcl.ac.uk/study/accommodation/index.aspx>. The Partner Institution shall inform its Exchange Students that they shall be responsible for all rents and charges relating to their accommodation and shall, to the extent possible, assist its students in identifying and securing accommodation for the duration of the Exchange Period.
- 8.4 The Parties agree that Exchange Students shall be responsible for their own travel expenses between the Home and Host Universities, passport and visa costs, health insurance, food, books, health club/gym memberships, or other medical or personal expenses relating to the course or the Exchange Programme and Exchange Period. The Parties acknowledge that they shall procure Exchange Students to pay such costs, where applicable, and shall give Exchange Students an indication of such costs before the commencement of any Exchange Period.

9. Assessment

- 9.1 The Host University shall inform the Home University of any academic or other problem that may arise during the Exchange Period. The Host University shall take appropriate action to deal with such matters under its established policies and procedures in consultation with the Home University. For the avoidance of doubt, no action shall be taken under this clause without prior consultation with the Home University.
- 9.2 The Parties agree that Exchange Students shall be subject to the Host University's academic and other regulations during the Exchange Period at the Host University and shall procure that the Exchange Students comply with such regulations. The Host University shall be responsible for assessing each



Exchange Student's performance in accordance with such regulations. Both Parties shall make their academic regulations and other regulations known to Exchange Students prior to the start of the Exchange Period.

- 9.3 Exchange Students shall continue as candidates for degrees at their Home University and shall not be eligible to study for a degree issued by the Host University.
- 9.4 Any academic credit earned during the course of the exchange Programme may be transferred to the Home University in accordance with the policies and procedures of the Home University.
- 9.5 The Host University shall provide the Home University with a list of courses/modules and the corresponding academic results together with other information on progress for each Exchange Student upon completion of the Exchange Period, which shall be set out in an official transcript for each Exchange Student to enable the Home University to allocate credits to the relevant Exchange Student in accordance with the Home University's academic regulations. The Home University shall be responsible for the conferment of award certificates and issuing detailed records of study to the Exchange Student, and the Host University will not issue any credit-bearing certificate or award to any Exchange Student.
- 9.6 King's will make available secure digital transcripts indicating the modules taken and the grades assigned to the Partner Institution's International Affairs Office.

10. Student conduct

- 10.1 Each Party procures that Exchange Students participating in exchange placements under this Agreement shall observe all the relevant rules and policies of the Host University. The Host University reserves the right to dismiss any Exchange Student from his or her exchange placement where their academic performance or conduct, in the sole discretion of the Host University, warrants such action, provided that the Host University informs the Home University in advance of such conduct. The appeals, disciplinary and complaints processes of the Host University will apply for the period an Exchange Student is at the Host University. The Host University shall provide full information to the Home University about all disciplinary action which it takes in relation to any Exchange Student and the Parties agree to provide reasonable cooperation and assistance to one another in relation to such matters. The Home University reserves the right to consider and investigate any appeals, disciplinary matters or complaints under its own procedures.



- 10.2 The Parties acknowledge and agree that the appeal, discipline and complaint procedures described in clause 10.1 may fall within the jurisdiction of the UK Office of the Independent Adjudicator for Higher Education (**OIA**) and the Partner Institution agrees to comply with the procedures adopted by King's in relation to the OIA's scheme.
- 10.3 The Parties agree that if an Exchange Student voluntarily withdraws or is dismissed by the Host University before the end of the Exchange Period, there will be no substitution of new students for any Exchange Student that do not complete the Programme.
- 10.4 The Parties procure that Exchange Students shall be charged for any damage they cause to Host University property, including but not limited to furniture, materials and resources, library books, computers, and property belonging to third parties.
- 10.5 The Host University takes no responsibility for loss or damage to Exchange Students' personal belongings, however caused, and that Parties procure that all Exchange Students shall make their own insurance arrangements for loss of or damage to personal property.

11. Confidentiality

- 11.1 Each Party undertakes that it shall keep confidential the terms of this Agreement and any other information disclosed to it by the other Party in any manner or form including and not limited to any information relating to the business, affairs, clients, Exchange Students or suppliers of the other Party ("Confidential Information"). The receiving Party undertakes not to reveal, report, publish, disclose or transfer or use for its own or any other purposes Confidential Information received from the other Party except where the Confidential Information:
- 11.1.1 is or becomes generally available in the public domain otherwise than by breach by the receiving Party (or its representative) of this clause; or
- 11.1.2 comes into the possession of the receiving Party before these confidentiality obligations came into effect on a non-confidential basis, or is made available to the receiving Party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving Party, or



- 11.1.3 was developed independently by the receiving Party,
- 11.2 Each party may disclose the other party's Confidential Information:
- 11.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this Clause 11; and
- 11.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority including, in the case of King's, where required to be disclosed under the Freedom of Information Act 2000.
- 11.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 11.4 The Parties' obligations under this clause shall survive the termination of this Agreement.

12. Intellectual property

- 12.1 Nothing in this Agreement shall affect the ownership of Intellectual Property Rights existing prior to this Agreement or generated outside the Programme which one Party agrees to make available to the other in the course of the Programme, including Intellectual Property Rights in course materials, programmes and syllabi. It is not expected that any Intellectual Property Rights will be generated in the course of this Agreement, but if any Intellectual Property Rights are generated in the Programme by a Party it shall belong to the Party which created it, and such Party shall grant to the other Party an automatic non-exclusive, royalty-free licence to use such Intellectual Property Rights for its own academic and educational purposes for the duration of this Agreement only and for the purposes of the Programme only. Materials that are shared between the Parties for the purposes of the Programme shall belong to the party disclosing such materials and such party shall grant a royalty-free licence, without rights of transferability or sublicensing to third parties to the receiving party for use of such materials during the Term only.



- 12.2 King's recognises and acknowledges the Partner Institution's sole ownership and rights in its name and associated logos, service marks and trade marks, including all Intellectual Property Rights and goodwill therein (whether pre-existing or arising as a result of use in relation to the Programme).
- 12.3 The Partner Institution recognises and acknowledges King's sole ownership and rights in the "King's" and "King's College London" name and associated logos, service marks and trade marks, including all Intellectual Property Rights and goodwill therein (whether pre-existing or arising as a result of use in relation to the Programme).
- 12.4 Each Party agrees not to seek to register, dispute or contest the right and title of the other Party to the marks referred to above. The Parties shall agree in advance which logos, service marks or trade marks proprietary to the other Party shall be used on pre-approved marketing and promotional materials relating to the Programme. Each Party grants a license to the other on a non-exclusive, royalty free basis for the Term of this Agreement to use any such agreed marks or logos solely on pre-approved marketing and promotional materials in connection with the Programme. Any such use is subject to the pre-approval (or rejection) of the licensing Party. In addition, in general terms, neither Party's marks should form part of the brand of the other Party or to suggest a formal partnership with that Party (except as expressly agreed in writing between the Parties).
- 12.5 Each Party shall uphold the reputation and good name of the Programme and of the other Party and shall not carry out any act or omission and shall procure that no Exchange Students shall carry out any act or omission which shall damage or have a negative effect on the reputation of the other Party.
- 13. Data protection**
- 13.1 Each Party shall comply with Schedule 1 (Data Protection) in respect of personal data processed in relation to this Agreement.
- 14. Freedom of Information**
- 14.1 The Partner Institution acknowledges that King's is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (together "FOIA") and the Partner Institution agrees that it shall (at its own expense) co-operate and provide to King's all necessary assistance as may be reasonably requested by the latter to enable King's to comply with its obligations under FOIA.



- 14.2 The Partner Institution acknowledges that King's may in its absolute discretion disclose information relating to the Partner Institution, the Programme or this Agreement under FOIA. King's will use reasonable endeavours to consult the Partner Institution and take The Partner Institution's views on such disclosure into account prior to such disclosure being made.
- 14.3 Where the Partner Institution is subject to equivalent requirements of the FOIA in it the territory where it operates, the Partner Institution shall inform King's prior to such disclosure being made and the Partner Institution shall take King's views on such disclosure into account and shall provide King's with the opportunity to object to or limit such disclosure prior to such disclosure being made.

15. Liability and Insurance

- 15.1 Subject to clause 15.3, neither Party shall be liable to the other for any damages, dispute or injury arising during the undertaking of the Programme unless caused by the wilful act, negligence or default of an employee, director, representative, consultant or agent of that Party.
- 15.2 No Party shall be liable to the other for any indirect, consequential or special loss, damages, claims or demands arising out of this Agreement or the Programme, including without limitation any economic loss or other loss of income, profits, business, opportunity or goodwill no matter how arising. For the avoidance of doubt, the terms and conditions in this Agreement are agreed to be in lieu of any warranties, obligations or conditions implied by law, trade usage, custom or otherwise.
- 15.3 Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.
- 15.4 Each Party shall have and maintain in force adequate policies of insurance with a reputable insurance company to cover legal liability in respect of any act, omission or default for which it may become liable in the course of this Agreement and shall make copies of such policies available to the other Party upon request.
- 15.5 Subject to clauses 15.1, 15.2 and 15.3 the total liability of the Parties for the duration of this Agreement shall be limited to £1,000,000 (one million pounds).



16. Duration and termination

- 16.1 This Agreement shall come into force on the date on which both Parties have signed the Agreement and shall remain in force for a period of **five** years, unless terminated earlier in accordance with the terms of this Agreement ("**Initial Term**").
- 16.2 The Parties shall review this Agreement a minimum of fifteen months prior to the expiry of the Initial Term to assess whether an extension of the Term is desirable. The Parties may agree in writing that the term of the Agreement shall be extended ("**Extended Term**"). Unless it is further extended under this clause or terminated earlier in accordance with this clause 16, the Agreement shall terminate automatically without notice at the end of the Extended Term. In the event that the Parties do not agree to an extension of the Initial Term, the Agreement shall terminate automatically without notice at the end of the Initial Term.
- 16.3 Without affecting any other right or remedy available to it, this Agreement may be terminated by either Party: with immediate effect by giving written notice to the other Party if:
- 16.3.1 the other Party is in material breach of its obligations under this Agreement and fails to remedy such breach within thirty (30) days of receiving notice from the Party not in breach which clearly identifies and gives details of the breach;
 - 16.3.2 the other Party undergoes a change of Control. "**Control**" means the power to direct the actions of a party, whether as a result of the ownership of shares, control of the board of directors, contract or any powers conferred by the articles of association or other constitutional documents of a party; or
 - 16.3.3 the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.
 - 16.3.4 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
 - 16.3.5 the other party fails to comply with any Applicable Laws relating to anti-bribery and/or anti-corruption.
 - 16.3.6 an event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or



similar to any of the events mentioned in Clause 16.3.3 to Clause 16.3.6 (inclusive).

16.3.7 the other Party has committed a crime or has been involved in any situation or activity which in the reasonable opinion of the other Party has a negative effect on the reputation of the other Party or would expose the other Party or any aspect of its business to disrepute, scandal, ridicule or contempt.

16.4 The Parties may agree to terminate the Agreement by mutual agreement, in writing:

16.4.1 if there are no longer any Exchange Students participating in the exchange Programme governed by this Agreement and the Parties agree that no further Exchange Students will participate in the Programme;

16.5 Without affecting any other right or remedy available to it, either party may terminate this agreement on giving not less than twelve (12) months' written notice to the other party.

17. Consequences of termination

17.1 The Parties agree that, in the event of the termination or expiry of the Agreement:

17.1.1 no new Exchange Students shall begin any exchange placements and all promotion, marketing or advertising of the Programme by either Party shall cease and all transcripts referred to in clause 9.5 shall be transferred to the Home University as soon as reasonably possible;

17.1.2 both Parties shall fulfil all of their obligations under this Agreement relating to teaching and assessments and until such time as each Exchange Student participating in the Programme as at the date of termination or expiry has completed their own exchange placement within the Programme; even if such obligations are to be fulfilled following termination. As such, Exchange Students who are on existing placements at the time of the termination or expiry of this Agreement shall be permitted to complete their studies, and the applicable terms of this Agreement shall continue to govern their participation. Where such continuation is impossible, the Parties shall negotiate and cooperate in good faith to agree a solution which ensures the minimum disruption to the then-current Exchange Students; and



- 17.1.3 all licences granted under this Agreement shall cease and neither Party shall, from the date of termination or expiry of the Agreement continue to use the other's name, crest, logo, trademark or registered image, or the name of any of its staff or students and each Party shall promptly return or destroy (in accordance with the instruction of the other Party) any teaching or other materials that are the property of the other, that the other party had supplied to it in connection with this Agreement;
- 17.2 Provisions that by their nature should impliedly survive the termination or expiration of this Agreement, shall (unless otherwise provided in this Agreement) continue to apply after termination or expiration of this Agreement.
- 17.3 Termination shall be without prejudice to any claims which either Party may have against the other Party for breaches of obligations that may have been committed under this Agreement prior to the date of termination.
- 18. Dispute resolution**
- 18.1 In the event of any dispute arising from or in connection with this Agreement, the Parties will endeavour to settle such matters amicably between themselves in good faith. Any disputes should first be notified by email to Tom Atterson, Associate Director of Global Mobility (exchange@kcl.ac.uk) at King's and Betânia Almeida, International Affairs Advisor (aai@ufba.br) at Partner Institution. Should they be unable to do so within a period of thirty (30) days of the issue first being referred by one Party to the other in writing, the Parties agree to enter into mediation to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution *Model Mediation Procedure*. The commencement of a mediation will not prevent the Parties commencing or continuing court proceedings.
- 19. Amendments**
- 19.1 This Agreement may only be amended by written agreement signed by a duly authorised representative of each Party.
- 19.2 The Parties agree to promptly update each other on any relevant, material changes to their courses, institution, or educational environment which may impact on the learning opportunities for Exchange Students.



20. Marketing and publicity

- 20.1 A campaign of marketing and publicity shall be agreed separately between the Parties.
- 20.2 Subject to clause 20.1, the Programme will be advertised on both Parties' websites and both Parties' logos will appear on all publicity materials relating to the Programme, in such manner as is agreed in writing in advance between the Parties.

21. Force Majeure

- 21.1 Provided that it has complied with clause 21.2, neither party shall be in breach of this Agreement or liable for delay in performing or failure to perform any of its obligations under this Agreement insofar as such delay or failure to perform is results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly.
- 21.2 A Party prevented or delayed from performing its obligations under the Agreement by a Force Majeure Event ("**Affected Party**") shall promptly notify the other Party in writing as soon as reasonably practicable after the start of the Force Majeure Event, setting out the date on which it started, its likely potential duration and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement. The Affected Party shall use reasonable endeavors to minimise the effects of the Force Majeure Event on the performance of its obligations and shall promptly resume performance as soon as reasonably possible after the Force Majeure ceases.
- 21.3 The Party not affected by the Force Majeure Event may, when the period of non-performance or delay exceeds a continuous period of sixty (60) days from the date of notice of the Force Majeure Event by the Affected Party, terminate the Agreement at any time by giving 28 days/Four weeks' written notice to the Affected Party.

22. Assignment / sub-contracting

- 22.1 This Agreement shall not be assigned, transferred, charged or otherwise dealt with by either Party without the prior written approval of the other Party. Neither Party may sub-contract, delegate, declare a trust over or deal in any other manner with any or all of its obligations under this Agreement (including delegation of the delivery of learning opportunities to Exchange Students under this Agreement) without the prior written approval of the other Party.



23. Notices

23.1 Any notice or other communication given to a Party under or in connection with the terms of this Agreement shall (unless otherwise agreed) be in writing and in English language (or accompanied by an accurate translation into English) and sent to the Party at the address given in this clause 23.1 or as otherwise notified in writing to a Party. A notice or other communication shall be delivered by hand, sent by e-mail or by registered mail, properly posted and fully prepaid in an envelope properly addressed as follows:

Professor 'Funmi Olonisakin

Betânia Almeida

Vice President (International,
Engagement & Service)

International Affairs Advisor

Strand Campus

Palácio da Reitoria

Exchange@kcl.ac.uk

aai@ufba.br

For King's College London

**For Universidade Federal da
Bahia**

23.2 Any such notice or other communication shall be considered to have been received:

23.2.1 if delivered by hand, at the time the notice is left at the address as set out in in clause 23.1;

23.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or if sent by pre-paid airmail (providing proof of postage) at 9.00am on the fifth Business Day after posting.

23.2.3 if sent by email, at the time of acknowledgment by the recipient, provided such acknowledgment is made within (1) Business Day of the sender transmitting the email. In the event the email is not acknowledged within this one (1) Business Day period, the sender will re-transmit the email and the email will be deemed to have been received at the time of the re-transmission. In this clause 23.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt and Business Days means a day other than a Saturday, Sunday or public holiday in the place of receipt.



23.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24. General legal terms

24.1 **Compliance with Applicable Laws.** Each Party shall be solely responsible for compliance with all Applicable Laws that apply to it under this Agreement. Each Party affirms its commitment to working sustainably with the environment and shall comply with all applicable environmental laws, codes of practice and regulations.

24.2 **Prevention of corruption.** Each Party shall a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“**Relevant Requirements**”), b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK c) have and shall maintain in place throughout the term of this Agreement its own policies and procedures including and not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate and d) shall notify the other (in writing) if it becomes aware of any breach of this clause 24.2 or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage Each Party agrees that it shall not at any time during the term of this Agreement offer, promise or give anything of value to any government official or to any person for the purpose of obtaining or retaining business or receiving favourable treatment. Breach of this clause 24.2 shall be deemed a material breach under clause 16.3.1.

24.3 **Spouses and dependents.** The obligations of the Parties under this Agreement are only in relation to each Party and, where applicable and as set out in this Agreement for the Exchange Students only and include neither spouses nor dependants. Each Party acknowledges, agrees and procures that Exchange Students shall be solely responsible for their spouses and dependents who accompany them during the Exchange Period.

24.4 **Non-exclusivity.** The relationship established in this Agreement is non-exclusive, and each Party shall be free, to the extent that such activity does not conflict with any obligations it has under this Agreement, to enter into relationships with third parties to undertake activities that are the same as or similar to those governed by this Agreement.



- 24.5 **Waiver.** No failure or delay by either Party to exercise any right or remedy provided under this Agreement or by law shall be construed or be deemed to be a waiver of that Party's rights or remedies, nor prejudice that Party's rights to take exercise such right or remedy in the future.
- 24.6 **Legal status.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture relationship between the Parties, constitute any Party an agent of the other, nor authorise either Party to make or enter into any commitments for or on behalf of the other Party.
- 24.7 **Entire agreement.** This Agreement constitutes the entire agreement between the Parties in relation to the Programme to the exclusion of all other terms and conditions and prior or collateral agreements, negotiations, arrangements, notices of intention and representations, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 24.8 **Third parties.** No party other than King's and the Partner Institution shall have any rights to enforce the terms of this Agreement. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 24.9 **Severability.** In the event that any provision or part provision of this Agreement is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term shall to that extent be severed from the remaining terms, conditions and provisions of this Agreement which shall continue to be valid to the fullest extent permitted by law.
- 24.10 **Counterparts.** This Agreement is signed in two versions, one in English, and another in Portuguese, of equal form and content. However, in case there is a conflict between the two versions, the one in English shall prevail. Additionally, this Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement.
- 24.11 **Law and jurisdiction.** This Agreement and any disputes relating to its subject matter, including non-contractual claims, shall be governed by English Law, and the Parties shall submit to the exclusive jurisdiction of the English Courts.



In witness hereof, the authorised representatives of the Parties hereby execute this agreement on the dates set forth below:

Signed

On behalf of **King's College London**

Professor 'Funmi Olonisakin

Vice President (International,
Engagement & Service)

Date: 12/09/2024

On behalf of **Universidade
Federal da Bahia**

Paulo Cesar Miguez de Oliveira

Rector

Date: July 24, 2024



SCHEDULE 1 – DATA PROTECTION