

## STUDENT EXCHANGE AGREEMENT

### Between

- (1) **THE UNIVERSITY OF BRISTOL** incorporated by Royal Charter (RC000648) whose administrative offices are situated at Beacon House, Queens Road, Bristol, BS8 1QU, United Kingdom (“**UoB**”); and
- (2) “**UNIVERSIDAD NACIONAL DE CÓRDOBA**” is a public university teaching and research institution with its own legal personality, which allows it to sign cooperation agreements with foreign institutions. Its legal domicile is located at Av. Haya de la Torre s/nº, Pabellón Argentina, 2nd floor, Ciudad Universitaria, Córdoba, Argentina.

### Background

- (A) UoB is a university delivering higher education courses based in the United Kingdom.
- (B) UNC is a university delivering higher education courses based in Argentina.
- (C) UoB and UNC have agreed to establish an Exchange Programme to provide their respective students with the opportunity to study abroad.

### Agreed terms

This Agreement shall become effective on the date of the last signatory and shall continue for a period of five calendar years (“**Term**”) unless earlier terminated in accordance with its terms.

### Signed by the duly authorised representative of University of Bristol

Name:	<b>Michele Acuto</b>	Signature:	.....
Position:	<b>Pro Vice-Chancellor Global Engagement</b>	Date:	.....

**Signed by the duly authorised representative of Universidad Nacional de Córdoba**

Name:	<b>Mgter. Jhon Darío Boretto</b>	Signature:	.....
Position:	<b>Rector - Universidad Nacional de Córdoba</b>	Date:	.....

## 1. Definitions and Interpretation

1.1. In this Agreement, the following terms shall have the following meanings:

“**Academic Year**” means the academic year of each of the Institutions.

“**Authorised Representatives**” mean the “Head of Global Opportunities” (or equivalent) at each of the Institutions as notified from time to time.

“**Exchange Period**” means the period during which an Exchange Student is enrolled on a Study Abroad Programme.

“**Exchange Programme**” means the programme established by this Agreement.

“**Exchange Student**” means any undergraduate student who is enrolled on a Study Abroad Programme under the Exchange Programme.

“**Home Institution**” means the Institution which is home to an Exchange Student.

“**Host Institution**” means the Institution which is host to an Exchange Student.

“**Institution**” means either UoB or UNC or both of them (as the context requires).

“**Study Abroad Programme**” means the scheme offered by the Host Institution enabling Exchange Students to study at the Host Institution.

“**Unit of Study**” means an individual unit of study which is offered to an Exchange Student by the relevant academic schools, departments or faculties of the Host Institution.

1.2. In this Agreement, the following rules of interpretation shall apply: (a) **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (b) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular; (c) any words following the terms **including, include, in particular** or

any similar expression shall not limit the sense of the words preceding those terms; and (d) references to **writing** or **written** includes email but not fax.

## **2. The Exchange Programme**

- 2.1. UoB agrees to receive Exchange Students from UNC and UNC agrees to receive Exchange Students from UoB, subject to the terms and conditions of this Agreement.
- 2.2. Each Institution acknowledges and agrees that the objective of the Exchange Programme shall be to provide a reciprocal number of Exchange Students from each Institution. Proposals for the number of Exchange Students must be made at latest in March for the following Academic Year. The exact number of Exchange Students will be agreed upon by the two Institutions on an annual basis. In any given Academic Year, the number of Exchange Students hosted can vary and may not be equal, but the parties will endeavour to balance the number of Exchange Students over the Term.
- 2.3. The Institutions acknowledge and agree that the Home Institution will at all times retain academic oversight of the Exchange Student's studies.

## **3. Term and Termination**

- 3.1. Either Institution may terminate this agreement by giving no less than one Academic Year's written notice to the other Institution.
- 3.2. Without affecting any Institutions' other rights or remedies, either Institution may terminate this Agreement with immediate effect upon written notice if the other Institution:
  - (a). commits a material breach of any provision in this Agreement which, if capable of being remedied, has not been remedied within thirty (30) days of it being notified of such breach in writing; or
  - (b). shall be involved in or become subject to any event, matter or circumstance (whether or not within its control) which might adversely affect its reputation, its ability to comply with the terms of this Agreement or the safety, health or wellbeing of any Exchange Student.
- 3.3. Notwithstanding the termination or expiry of this Agreement (for any reason), each Institution agrees and undertakes to fully comply with the terms of this Agreement and to meet its obligations in respect of each Exchange Student already enrolled on a Study Abroad Programme until completion of the Exchange Period.

## **4. Participation in the Exchange Programme**

- 4.1. The minimum length of any Exchange Period shall be one semester/teaching and assessment period and the maximum length of any Exchange Period shall be one Academic Year.

- 4.2. Any Exchange Student requesting an extension to their Exchange Period will require the prior written consent of both Institutions.
- 4.3. Each Institution shall inform the other of its application procedures, eligibility (including academic and language requirements) and selection criteria in respect of its Study Abroad Programme. The policies of the Host Institution shall apply in respect of an Exchange Student's application to the Host's Study Abroad Programme. The Host Institution shall make any final decision on the acceptance or rejection of an Exchange Student onto any Study Abroad Programme.
- 4.4. Exchange Students will be enrolled as full-time, undergraduate students at the Host Institution. Exchange Students may only be accepted for full-time study. Exchange Students shall be subject to all applicable rules and regulations of the Host Institution. For the avoidance of doubt, the Exchange Students shall have the degrees awarded by their Home Institution.
- 4.5. The respective roles and responsibilities of the Institutions in relation to the Exchange Programme shall be as set out in Schedule 1 Parts A and B.
- 4.6. The role of the Authorised Representatives shall be to act as day-to-day liaison between the Institutions in respect of all matters relating to the Exchange Programme.
- 4.7. UoB and UNC acknowledge and agree that any intellectual property rights created by the Exchange Students during the time spent by the Exchange Students at the Host Institution, shall be allocated in accordance with the terms of the contract between the Exchange Students and their Home Institutions, unless otherwise expressly agreed in writing between the Institutions and signed by a duly authorised representative of each Institution.

## **5. Financial Arrangements**

- 5.1. Exchange Students shall be responsible for and shall continue to pay all academic fees and other expenses to their Home Institution during the Exchange Period as required by the Home Institution. Additionally, Exchange Students shall be responsible for all costs and expenses relating to their participation in the Exchange Programme with the Host Institution including:
  - (a). travel to and from the Host Institution and any travelling during the Exchange Period;
  - (b). accommodation (including security or housing bonds or deposits);
  - (c). living expenses (including food, drink, entertainment and students' union fees);
  - (d). medical, travel and repatriation insurance premiums, and any other type; (including emergency medical evacuation, life insurance, accidental death insurance)
  - (e). vaccinations and immunisations;

- (f). fieldwork costs and books and supplies not routinely provided;
  - (g). any language testing required;
  - (h). all passport, visa or permit costs and incidental expenses; and
  - (i). any of the above as they relate to any accompanying spouses or dependents.
- 5.2. In accordance with clause 5.1, each Host Institution agrees to waive all tuition fees in respect of each Exchange Student participating in a Study Abroad Programme.

## 6. **Marketing**

Neither Institution shall use the name or logo of the other without that Institution's prior written agreement. Neither Institution may issue any publicity or promotional material which refers to the other without that Institution's consent.

## 7. **Equal opportunities**

- 7.1. Each Institution agrees and undertakes to provide equal access to the Exchange Programme and to assess the academic performance of all Exchange Students without regard to any personal characteristics (including age, race, gender, religion, disability, sexual orientation or otherwise) other than a person's ability, performance or qualifications as determined by their respective admission and assessment policies.
- 7.2. Each Institution shall not discriminate against any prospective or enrolled Exchange Student within the meaning and scope of any law, enactment, order or regulation relating to discrimination and each Institution shall take all reasonable steps to promote compliance with this clause 7 by their respective servants, employees and agents in the performance of this Agreement.

## 8. **Confidentiality**

- 8.1. Each Institution agrees and undertakes to protect all information (whether disclosed orally or in writing) which is identified as confidential at the time of disclosure or ought reasonably to be considered confidential given the nature of the information or the circumstances of its disclosure ("**Confidential Information**"). The obligations of confidentiality in this clause 8 shall survive termination of this Agreement.
- 8.2. Confidential Information may be disclosed by an Institution to those of its employees, agents, sub-contractors or professional advisers as may need to know or have access to the same, provided that they are bound in writing to maintain the secrecy of the Confidential Information received by them.
- 8.3. The obligations set out in this clause 8 shall not apply to any Confidential Information which the receiving Institution can demonstrate:

- (a). is or has become publicly known other than through its breach;
- (b). was in its possession prior to disclosure by the other Institution;
- (c). was received by it from an independent third party who had the right to disclose it;
- (d). was independently developed by it; or
- (e). was required to be disclosed by law or by order of a court or other authority of competent jurisdiction.

## **9. Data Protection**

- 9.1. Each Institution agrees and undertakes (and shall procure that those of its servants, employees, agents or sub-contractors involved in the Exchange Programme) to comply with any requirements under data protection legislation and regulations in the country in which the Institution is based and with each Institution's data protection policies. Each Institution will forward to the other a copy of its data protection policies and guidance. UoB's policies and guidance can be found at the following link <http://www.bristol.ac.uk/secretary/data-protection/>

The Universidad Nacional de Córdoba is bound to comply with the provisions of Law 25.326 on Personal Data Protection and its regulatory decree, which aims at the comprehensive protection of personal data recorded in files, records, data banks, or other technical means of data processing, whether public or private, intended to provide information, to ensure the right to honor and privacy of individuals, as well as access to information about them that is recorded, in accordance with the provisions of Article 43, paragraph three of the National Constitution. Also, the provisions of Law 25,164 on Regulation of National Public Employment; Law 25,188 on Ethics in the exercise of the public function of Argentina; Code of Ethics of the public function established by Decree No. 41/99; Law 24,766 on confidentiality of information and products that are legitimately under the control of a person and are unduly disclosed in a manner contrary to honest commercial practices; and the Criminal Code in its articles 153, 153 bis, 155, 156, 156,157, 157 bis, 183, 222 and 223.

- 9.2. Notwithstanding the general obligation in clause 9.1, where either Institution is processing personal data, it shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data). Personal data shall only be used by each Institution for the purpose of administering the Exchange Programme and shall not be disclosed to any third party that is not directly involved in the pursuit of this purpose. It shall be retained for the minimum period required after the end of the Exchange Period, after which it will be securely deleted or destroyed.

## **10. Liability and Insurance**

- 10.1. Nothing in this Agreement shall attempt to exclude or limit either Institution's liability for death or personal injury caused by its negligence or for any other liability which cannot be excluded or limited by any other applicable law.
- 10.2. Each Institution shall effect and maintain such insurance policies as prescribed by law in the Host Institution's country.
- 10.3. Neither Institution shall be liable to the other for any act or omission of any Exchange Student which results in any pecuniary or non-pecuniary loss to the other or resulting in any civil or criminal action or proceeding being brought against the other.

## 11. Notices

- 11.1. A notice given to an Institution under or in connection with this Agreement shall be in writing and sent to the Institution at the address stated at the head of this Agreement, sent by email or as otherwise notified in writing to the other party.
- 11.2. Any notice shall be deemed to have been received:
  - (a). if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
  - (b). if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the twentieth day after posting or at the time recorded by the delivery service. For the purpose of calculating deemed receipt all references to time are to local time in the place of deemed receipt;
  - (c). if sent by email to UoB, one hour after it has been sent provided notice has been sent to [go-abroad@bristol.ac.uk](mailto:go-abroad@bristol.ac.uk) and if sent by email to UNC, one hour after it has been sent provided notice is sent to [info@internacionales.unc.edu.ar](mailto:info@internacionales.unc.edu.ar)

## 12. Dispute Resolution

- 12.1. If any dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("**Dispute**"), then either Institution shall give written notice to the other setting out its nature and full details. On receipt of such notice, the Pro-Vice Chancellors, Global Engagement (or equivalent) shall attempt in good faith to resolve the Dispute.
- 12.2. If the Pro-Vice Chancellors, Global Engagement (or equivalent) are for any reason unable to resolve the Dispute within sixty (60) days of the date of any notice served under clause 12.1, the Dispute shall be referred to UoB's Director of Legal Services and UNC's Director of Legal Affairs (or their nominees) who shall attempt in good faith to resolve the Dispute.
- 12.3. The escalation of the Dispute in accordance with clause 12.2 shall not prevent the Institutions commencing or continuing court proceedings in relation to the Dispute.

### 13. General provisions

- 13.1. Force majeure: Neither Institution shall be liable for any delay in performing or failure to perform its obligations under this Agreement if such delay or failure results from any events, circumstances or causes beyond its reasonable control including Acts of God, natural disasters, epidemics, pandemics (including COVID-19), government restrictions, wars or civil commotion or terrorism. If the period of any delay or non-performance continues for more than two (2) months, the Institution not affected may terminate this Agreement by giving no less than one (1) months' notice to the affected Institution in writing.
- 13.2. Independent parties: Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Institutions, constitute any Institution the agent of the other, or authorise any Institution to make or enter into any commitments for or on behalf of the other.
- 13.3. Variation: No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.4. Language: This Agreement is drafted in English and Spanish language to the same effect.
- 13.5. Entire agreement: This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.6. Third party rights: A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 13.7. Governing law: This Agreement and any dispute or claim arising out of in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Respondent.
- 13.8. Jurisdiction: Each Institution irrevocably agrees that the courts of the respondent shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## Schedule 1

### Part A: Role of the Home Institution

The role of the Home Institution shall be to:

- (a). screen prospective Exchange Students according to the Host Institution's eligibility and selection criteria and language proficiency requirements;
- (b). notify prospective Exchange Students of any application deadlines;
- (c). provide reasonable assistance to prospective Exchange Students with completing their application;
- (d). ensure that all relevant information provided to the Home Institution by the Host Institution is shared with Exchange Students;
- (e). as required, confirm to the Exchange Student that they shall be responsible for and shall continue to pay all academic fees and other expenses due to their Home Institution during the Exchange Period;
- (f). provide such assistance as reasonably necessary to ensure that Exchange Students are prepared for their exchange with the Host Institution; and
- (g). determine and advise Exchange Students as to how any credits awarded by the Host Institution will contribute to their award from their Home Institution.

### Part B: Role of the Host Institution

The role of the Host Institution shall be to:

- (a). confirm the number of Exchange Students which can be enrolled onto each Study Abroad Programme during each Academic Year;
- (b). promptly review and consider all applications made by Exchange Students to be enrolled on a Study Abroad Programme;
- (c). provide written confirmation to all Exchange Students and the Home Institution of the success or otherwise of their application to participate in the Exchange Programme;
- (d). provide the Home Institution with such information as it may reasonably require to enable it to evaluate whether and to what extent Exchange Students should be credited in relation to any Unit of Study by the Home Institution;

- (e). provide Exchange Students and the Home Institution with official transcripts of results following any assessment or examination, in accordance with the Host Institution's policies and procedures;
- (f). provide Exchange Students with advice and support prior to arrival at the Host Institution including information about accommodation, visa and permit requirements, indicative living costs and health and safety matters;
- (g). provide Exchange Students with any information relating to any Unit of Study as the Host Institution provides to its own students and copies or links to all applicable student regulations or handbooks;
- (h). provide welfare support as and when required by any Exchange Student;  
and
- (i). provide Exchange Students and the Home Institution with any official transcripts of results on departure.



Universidad Nacional de Córdoba  
2025

**Hoja Adicional de Firmas  
Informe Gráfico**

**Número:**

**Referencia:** Convenio específico de intercambio de alumnos- UoB y UNC- inglés

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