

EAHEA®
European Association for Higher Education Advancement

EUROPEAN ASSOCIATION FOR HIGHER EDUCATION ADVANCEMENT

INSTITUTIONAL ACCREDITATION AGREEMENT

Full, Online, Program and Course Accreditation Services

between

European Association for Higher Education Advancement MTÜ (EAHEA)

and

_____

Agreement No: _____

Accreditation service applied for: _____

Between

1. European Association for Higher Education Advancement MTÜ (EAHEA)

Registered Country: Republic of Estonia

Registered Office: Lõõtsa 6, Tallinn 15551, Estonia

Registry Code: 80637958

Tax ID (VAT): EE102108211

Email: eahea@eahea.org

Hereinafter referred to as "EAHEA"

and

2. _____

Registered Country: _____

Registered Office: _____

Registration / Tax ID: _____

Email: _____

Website: _____

Authorized person: _____, _____

Hereinafter referred to as the "Institution" or "Accredited Institution".

EAHEA and the Institution are together called the "Parties" and each a "Party".

Article 1: Purpose, Definitions and Contract Documents

1.1 This Agreement sets the terms on which EAHEA provides its institutional and programmatic accreditation services to the Institution, and the rights, obligations and responsibilities of both Parties in respect of accreditation, quality assurance and the use of the EAHEA accreditation status.

1.2 In this Agreement: "Accreditation Services" means the services listed in Article 4; "Subject Service" means the Accreditation Service named on the cover page, which the Institution applied for under application _____; "Accreditation Status" means the status granted to the Institution or to a program or course of the Institution under an Accreditation Service; "Standards" means the EAHEA Accreditation Standards, the EAHEA Accreditation Quality Standards and the Principles of Ethics of EAHEA, as published by EAHEA; "Regulations" means the EAHEA Accreditation Regulations and the General Provisions of EAHEA, as published by EAHEA; "Terms and Agreement" means the Terms and Agreement published on www.eahea.org, in the version that applies under its own Article on acceptance and changes; "Logo and Emblem Usage Guidelines" means the Logo & Emblem Usage Guidelines that EAHEA publishes on www.eahea.org (Documents and Forms), in the version in force; "Code of Ethics Declaration Form" means the Code of Ethics Declaration Form that EAHEA publishes on www.eahea.org (Documents and Forms), by which the Institution declares that it has read and accepts the Code of Ethics (Document 2.2) and the Principles of Ethics, which set the rules of conduct that EAHEA requires, in the version in force; "Contact Declaration Form" means the Institutional Contact Declaration &

Update Form that EAHEA publishes on www.eahea.org (Documents and Forms), in the version in force; "Effective Date" means the date from which the Subject Service is valid, __ _____ ____.

1.3 This Agreement consists of this document, the online application and the answers and documents that the Institution submitted with it, the Terms and Agreement, the Standards, the Regulations, the Logo and Emblem Usage Guidelines, the Code of Ethics Declaration Form, the Contact Declaration Form and the fee schedule published on the Service Fees page of www.eahea.org. If these documents conflict, this Agreement prevails over the Terms and Agreement, and the Terms and Agreement prevail over the Standards and the Regulations, except that a rule of the Standards that is stricter on academic quality always applies.

Article 2: Scope of the Agreement

2.1 This Agreement governs the Subject Service and every other Accreditation Service that the Institution later applies for through the EAHEA online application system (Full, Online, Program or Course Accreditation). Each such service starts with its own application and its own invoice, receives its own certificate, validity period and renewal, and is governed by this Agreement without a new signature, unless EAHEA and the Institution sign a new agreement for it.

2.2 This Agreement does not cover membership, certification of persons, Credit Certification, Quality Certification, validation services or any other service of EAHEA. They are governed by their own application and by the Terms and Agreement. EAHEA membership is not accreditation, and an Accreditation Status does not by itself create an EAHEA membership, except that Full Accreditation and Online Accreditation give Accredited Membership of EAHEA under Article 8.

Article 3: Nature of Accreditation

3.1 EAHEA accreditation is a voluntary, independent and non-governmental peer review of quality. It examines, according to the Standards, the quality and effectiveness of an institution, or of a program or course, as a whole or in the scope that was applied for.

3.2 Accreditation by EAHEA conveys only that the institution, program or course meets the educational standards of EAHEA on the date of the decision. It is not a license, an authorization or a recognition by a government, does not give degree-awarding powers, does not replace national licensing, recognition or regulation, and is not a guarantee of the quality, outcomes, employability or recognition of any program or service. EAHEA is not part of the governmental agencies of any country. Academic mobility and the transfer of credits always remain subject to the policy of the receiving country or institution.

3.3 EAHEA does not give titles or degrees to the students of the Institution, does not control or oversee the documents, certificates, diplomas, degrees and authorizations that the Institution issues, and is not a party to the contracts between the Institution and its students or customers. All rights and legal liabilities arising from them belong to the Institution.

Article 4: Accreditation Services (Schedule A)

The Accreditation Services covered by this Agreement are the following.

Service	Scope and conditions	What the Institution receives on approval
Full Accreditation	Institutional accreditation of universities, educational institutes, vocational institutions, colleges, schools, corporations and similar bodies that use traditional education methods. It accredits the institution only (administration, organization, finances, educational system, student and alumni services) and does not include degrees, programs or courses.	Full Accreditation Certificate; Education Quality Certificate; Education Quality Audit Report; Accredited Institution Seal and badges; Institutional Members Directory listing; news alerts and newsletter; discounts for EAHEA sponsored events.
Online Accreditation	Institutional accreditation of open universities, distance and lifelong learning centers, online courses and similar bodies that use online education methods. It accredits the institution only and does not include degrees, programs or courses.	Online Accreditation Certificate; Education Quality Certificate; Education Quality Audit Report; Accredited Institution Seal and badges; Institutional Members Directory listing; news alerts and newsletter; discounts for EAHEA sponsored events.
Program Accreditation	Programmatic accreditation of a specific degree program (doctoral, master, bachelor, associate or similar) with a curriculum of 300 clock hours or more. It can be applied for on its own, without any other EAHEA service. It does not include institutional accreditation.	Program Accreditation Certificate; Program Accreditation Audit Report; Accredited Program Seal and badges; Institutional Members Directory listing; news alerts and newsletter; discounts for EAHEA sponsored events.

Course Accreditation	Programmatic accreditation of a specific course (online course, vocational or avocational course, language program, seminar or workshop training, corporate in-house training, test, industry certification or licensing preparation and similar) with a curriculum of less than 300 clock hours. It can be applied for on its own, without any other EAHEA service. It does not include institutional accreditation.	Course Accreditation Certificate; Course Accreditation Audit Report; Accredited Course Seal and badges; Institutional Members Directory listing; news alerts and newsletter; discounts for EAHEA sponsored events.

4.1 The Accreditation Status of a program or a course applies only to that program or course, at the level and in the delivery mode that were evaluated. The Institution may not present it as covering other programs, levels or delivery modes.

4.2 Program Accreditation and Course Accreditation are evaluated by the method of Article 6, with the adaptations that fit their narrower scope.

4.3 Each of the four Accreditation Services is independent. An institution does not need to hold, or to apply for, any other EAHEA service or membership to apply for it, and the Accreditation Status of one service does not depend on the Accreditation Status of another, except for the renewal rules of Article 7.2.

4.4 **Major Change.** An Accreditation Status is granted for the Institution, the program or the course as it was evaluated. A "Major Change" is a major change to the Institution or to the program or course, in particular: for Full Accreditation and Online Accreditation, to the name, the legal status, the ownership or control, the legal address or the delivery mode of the Institution; for Program Accreditation and Course Accreditation, to the educational content (curriculum, syllabus), the duration (clock hours or length of study), the name or title, the level or the delivery mode of the program or course; or to another element that the evaluation relied on. The Institution will inform EAHEA of a Major Change before it puts the change into practice or, where the change is made by law or by a decision of an authority, without delay. EAHEA then reviews the changed Institution, program or course again under Article 6, with the adaptations that fit its scope, and charges a change fee for the review. EAHEA decides whether a change is a Major Change. Until EAHEA has completed the review and confirmed the status, the Accreditation Status does not cover the changed program or course and the Institution will not present it as accredited, and EAHEA may suspend the Accreditation Status for a change to the Institution. If the status is confirmed, EAHEA updates or reissues the certificate and the report.

4.5 **Minor Change.** A "Minor Change" is a change that does not alter these elements, such as a correction of a typing error, a change of teaching staff or a change of contact details. A Minor Change needs only a notice to EAHEA under Article 9.1 and no review and no fee.

Article 5: Eligibility and Application

5.1 To be eligible, the Institution must be an organization, entity or company properly authorized or incorporated to conduct educational teaching and certification, or to award degrees, certificates or other educational or professional credentials, and must prepare individuals for competencies and qualifications for a specific occupation. In particular, it must show that it: (a) offers training in a formal or distance learning format with an interactive component suited to the subject and the expected outcomes; (b) has operated continuously and successfully for at least one consecutive year before the application, and at least one graduating class has completed its training; (c) has been under the same ownership or control for at least one year before the application, unless the Accreditation Commission waives this on acceptable documentation; (d) has a record of responsible financial management of at least one year, with resources sufficient to maintain quality and to complete the instruction of all enrolled participants; and (e) agrees to abide by the Standards and to support the goals and integrity of the accreditation process. The Accreditation Commission may recognize an exception for an interruption of operations that was caused by force majeure or by an abrupt and unforeseeable change of law. A newly established institution that does not yet meet requirement (b), (c) or (d) may apply by submitting a goodwill letter addressed to EAHEA, which describes its establishment, its ownership, its activities, its finances and its plans and confirms its commitment to the Standards, and EAHEA decides at its discretion whether to accept the application on that basis.

5.2 The process of Full Accreditation and Online Accreditation has these steps: (a) the Institution submits the online application and pays the Application Fee, and EAHEA confirms eligibility and the options open to the Institution; (b) the Institution pays the Accreditation Fee after that confirmation and before the evaluation starts; (c) the Institution completes the Application for Accreditation (Self-Study Report), the questionnaire and the required documents; (d) EAHEA evaluates the application as set out in Article 6. EAHEA does not start an accreditation process without the application and the Application Fee, and does not start the evaluation before the Accreditation Fee is paid. In Program Accreditation and Course Accreditation, steps (a) and (b) are one: the Institution submits the online application and pays the whole fee at once, and EAHEA does not start the evaluation before the whole fee is paid.

5.3 The Institution confirms that all information and documents that it submits are true, complete, genuine and its own, and that it is legally authorized to carry out its activities under the law of its country. A false, forged or altered document or a withheld fact entitles EAHEA to refuse or end the service and to withdraw any status, certificate or report, without refund.

Article 6: Evaluation, Decision and Status Categories

6.1 EAHEA reviews and grades the application and the attached documents for how each standard is addressed. Each standard is graded on a scale of 0 to 4: 4 Outstanding (no need for improvement); 3 Standard (may improve); 2 Acceptable (requires improvement); 1 Insufficient (not meeting the minimums); 0 Null (failed to comply with the requirement).

6.2 Where necessary, a member of the Accreditation Commission may require an online or face-to-face interview with the representative of the Institution, or arrange an online or on-site visit, in particular when the

material is not enough for a clear judgment. An online visit forms part of the evaluation. The cost of an on-site visit is calculated separately for each visit and communicated to the Institution in advance; EAHEA invoices it to the Institution before the visit, the invoice must be paid before the visit takes place, and EAHEA does not make the visit until it is paid. The Institution will cooperate and answer the written team report in the time that EAHEA sets.

6.3 The Secretariat communicates the initial result to the members of the Accreditation Commission, who have 30 days from the announcement to review and amend the conclusions and grades. The president of EAHEA reviews the report to resolve discrepancies and endorses the final grades. The Secretariat then informs the Institution of the conclusion and gives suggestions where they apply. The detailed accreditation report is always sent to the Institution.

6.4 The final average of the grades decides the status: (a) Full Accreditation: average 3.0 to 4.0, which requires a re-accreditation review every five years and, in addition, the payment of the annual membership fee each year, as set out in Article 7.2; (b) Conditional Accreditation: average 2.0 to 2.9, a temporary status of one year, after which the Institution must pass a new review within 12 months, and if full accreditation is not achieved in that review the accreditation is denied; (c) Denial of Accreditation: average 0.0 to 1.9, in which case the Accreditation Commission explains the reasons, the Accreditation Fee is not refunded and the Institution may apply again after a period of 12 months.

6.5 The decision of EAHEA is based on the evidence that the Institution submitted and on the Standards. The Institution may ask the Secretariat for a reconsideration in writing, giving reasons, within 30 days of the notice of the decision. EAHEA decides on the request in good faith and its answer ends the internal review.

Article 7: Term, Renewal and Re-accreditation

7.1 This Agreement applies from the Effective Date, and the Accreditation Status of each Accreditation Service is valid for the validity period stated on its certificate, which is twelve (12) months from its start date. It continues for as long as the Institution holds an Accreditation Status under it and until all obligations under it are performed.

7.2 An Accreditation Status is renewed for a further period by paying the renewal or membership fee invoice that EAHEA sends before the end of the validity period. For Full and Online Accreditation, the fee of every fifth service year is the renewal fee, which includes the re-accreditation review of Article 6.4, and the fee of the other years is the annual membership fee. Program Accreditation and Course Accreditation are renewed each year. Program Accreditation is renewed automatically and free of charge for an Institution that holds a valid Full Accreditation or Online Accreditation on the renewal date, and Course Accreditation is renewed automatically and free of charge for an Institution that holds a valid Full Accreditation, Online Accreditation or Associate Membership on the renewal date; EAHEA extends the status for a further period of one year without an invoice and informs the Institution. An Institution that holds none of these on the renewal date renews the status each year by paying the renewal fee. A suspended, revoked or ended Full Accreditation, Online Accreditation or Associate Membership does not give a free renewal. The amounts are those of the fee schedule of Article 10 that applies on the date of the notice. EAHEA will remind the Institution, but a status that is not renewed ends and is

not valid even if a reminder was not received. A renewal is not made by silence and no payment is taken automatically.

7.3 If the renewal invoice is not paid by the due date in the notice, EAHEA may suspend the Accreditation Status, and if it is still not paid after the further period stated in the notices, EAHEA may revoke it. A suspended or revoked status is published in the public directory under Article 12.3. A status may be reinstated at the discretion of EAHEA on payment of the outstanding fees.

7.4 Either Party may end this Agreement as set out in Article 17.

Article 8: Responsibilities of EAHEA and Rights of the Institution

8.1 EAHEA will: (a) review the application and the documents under the Standards and evaluate them under Article 6 with due care; (b) issue a formal accreditation report and decision; (c) after a successful evaluation, issue the certificate of the Accreditation Status for its validity period; (d) list the Institution in the EAHEA directory as an accredited member and link to its website; (e) allow the Institution to use the EAHEA name, logo, emblem, seal and badges under Article 11 and the Logo and Emblem Usage Guidelines; (f) provide monitoring and feedback services and inform the Institution periodically of comments received about it; (g) provide an invoice for each payment; and (h) keep the Institution informed by news alerts and the newsletter.

8.2 While its Accreditation Status is valid, the Institution is entitled to: claim the accreditation by EAHEA for the scope that was accredited; use the EAHEA name, logo, emblem, seal and badges as the Logo and Emblem Usage Guidelines allow; receive the accreditation certificate; be listed on the EAHEA website as an accredited member with a link to its website; use the EAHEA monitoring and feedback services; promote itself through the EAHEA Education Network; receive the EAHEA news alerts and newsletter; and obtain discounts for EAHEA sponsored events.

8.3 **Accredited Membership.** Full Accreditation and Online Accreditation give the Institution the right to Accredited Membership of EAHEA, which is a full membership, and the Institution becomes an Accredited Member of EAHEA automatically when the status is granted, without a separate application and without a separate membership fee. The Management Board decides whether an Accredited Member is admitted as a member of the General Assembly. An Accredited Member that is admitted to the General Assembly takes part in the determination of the management of EAHEA, has the right to vote at the General Assembly and has the other rights that the Articles of Association of EAHEA give to its members. Where this Agreement and the Articles of Association differ on the rights of a member, the Articles of Association prevail.

8.4 The Accredited Membership lasts for as long as the Full Accreditation or Online Accreditation lasts. If the accreditation is not renewed, or is suspended, revoked or otherwise ends, the Accredited Membership ends or is suspended with it, and the Institution loses the rights of a member from that day. Program Accreditation and Course Accreditation do not give membership.

8.5 Associate Membership gives the same full membership rights, including the decision of the Management Board on the admission to the General Assembly, and is governed by the Institutional Membership Agreement. Affiliate Membership and Observer Membership do not give full membership and no right to vote.

Article 9: Obligations of the Institution

9.1 The Institution will: (a) submit accurate and complete information and documents and keep them up to date, including the information given in the Contact Declaration Form (Article 9.5); (b) comply with the Standards, the Principles of Ethics, the Terms and Agreement, the Code of Ethics Declaration Form (Article 9.4) and the Logo and Emblem Usage Guidelines (Article 11); (c) answer the questions of EAHEA and provide the requested documents, evidence of its claims and records within 15 days, give the defense or explanation that EAHEA asks for about a complaint in the time that EAHEA sets (Article 12.4), and facilitate the checks of EAHEA (Article 9.6); (d) inform EAHEA within 30 days of any material change, including its name, ownership or legal status, address, programs, delivery mode, fee structure, any regulatory or court action against it and the loss or restriction of any license; (e) pay the fees under Article 10 when due; (f) take part in the interview, the visit and the reviews that EAHEA requires; and (g) put into practice the improvements that follow from the evaluation and monitoring.

9.2 The Institution will give its students and trainees the contact details of EAHEA and make them aware that they may send their satisfaction, complaints or suggestions about their learning experience. The comments will be used for the permanent improvement of the Institution and to monitor that the Standards are respected.

9.3 All advertising and recruitment communication of the Institution, in any medium and by any agent or partner acting for it, will be truthful, verifiable and not misleading. The Institution will publish the total cost of a program, the payment schedule and the refund conditions before enrollment, will not sell or promise a qualification without real study and assessment, and will keep the price and the duration of each program consistent with its credit workload, level, learning outcomes, staff and assessment. If it enrolls students, it will give each student a written enrollment agreement, keep accurate student records, handle complaints and refund requests in a documented and timely way and, if it closes a program or stops operating, let the enrolled students finish or receive a fair refund.

9.4 **Code of Ethics.** For as long as it holds an Accreditation Status, the Institution will comply with the rules of conduct that EAHEA sets and that are defined in the Code of Ethics and accepted in the Code of Ethics Declaration Form, and the rights of the Institution under this Agreement depend on that compliance. The Institution has read the Code of Ethics and the Code of Ethics Declaration Form and accepts them as part of this Agreement.

9.5 **Contact details.** The Institution will inform EAHEA within 30 days of any change in its contact details, including its address, email addresses, telephone numbers, website, and the details of its authorized person and of its primary and financial contacts. The Institution will ensure that the information given in the Contact Declaration Form is accurate, complete and up to date at all times. If the Institution does not inform EAHEA of a change, EAHEA may suspend the Accreditation Status and the membership of the Institution.

9.6 **Inspection.** EAHEA has the right to check, with or without prior notice, whether the Institution complies with the obligations in this Article, with this Agreement, with the Standards and with the Code of Ethics Declaration Form. The Institution will facilitate the check and will give the representatives of EAHEA access to its premises, online learning platforms, documents, records and staff. A refusal to facilitate a check is a breach of this Agreement.

Article 10: Fees and Payment

10.1 The Institution pays for each Accreditation Service the fees stated on its application and invoice. Fees follow the fee schedule published on the Service Fees page of www.eahea.org on the date of the application (or of the renewal notice, for renewals), which is based on the World Bank Country Income Classification and may include further discounts that EAHEA grants for the economic situation of the country in which the Institution carries out most of its activity or the country in which it is legally established. The price of Full Accreditation and Online Accreditation is paid in two steps: the Application Fee first, and the Accreditation Fee after EAHEA confirms eligibility. The price of Program Accreditation and Course Accreditation is paid at once, in full, when the application is made.

10.2 Fees are paid by card or by bank transfer in the currency offered on the payment page, using the invoice number as the payment reference. Value added tax, the card commission and the conversion at the exchange rate of the day of the application are added where they apply and are shown before payment. Bank and transfer charges are paid by the payer. An invoice is issued when the payment is received.

10.3 Fees are not refundable, including the Application Fee, the Accreditation Fee, the renewal and membership fees, and the fees paid when the accreditation is denied, the Institution withdraws, or this Agreement or the status ends. This does not apply to an amount paid twice or by mistake, which EAHEA will return, and does not remove a right that the law gives to the Institution and that cannot be waived by agreement.

10.4 Lack of payment of a due fee leads to the suspension and the end of the Accreditation Status under Articles 7 and 12. Fees that are due remain due after the end of this Agreement.

10.5 The change fee for the review of a Major Change under Article 4.4 is the amount stated in the fee schedule or in the invoice that EAHEA sends for it. It is paid before the review starts and, like the other fees, is not refundable under Article 10.3.

10.6 **Third-party services.** EAHEA may use third-party software and the services of intermediary companies that have the expertise to carry out international taxation and invoicing matters. All collection and invoicing may be carried out directly by EAHEA or through the intermediary companies that EAHEA authorizes. A payment made as instructed on the invoice or on the payment page has the same effect as a payment to EAHEA. EAHEA may give these providers the data that they need for this purpose, under Article 14.

10.7 **On-site visit costs.** The cost of an on-site visit under Article 6.2 is not part of the Application Fee, the Accreditation Fee or the renewal fee. It is calculated for each visit, invoiced to the Institution before the visit and paid as set out in Article 10.2 before the visit takes place.

Article 11: Use of the Accreditation Status, Name, Logo and Emblem

11.1 The Institution will state its Accreditation Status accurately and completely wherever it is mentioned (website, social media, paid advertising, brochures, email, certificates and student contracts): the exact status, the scope (the institution or the named programs and courses only), the validity dates and a link to the EAHEA verification page. It will not imply that EAHEA is a government body, a ministry, a regulator or a licensing authority, or that the status makes a degree equal to, or recognized as, a degree of a state university. Where it

shows the EAHEA name, logo, emblem, seal or badges with this statement, it will do so as the Logo and Emblem Usage Guidelines require.

11.2 The use of the EAHEA name, logo, emblem, seal and badges and of the certificates is governed by the Logo and Emblem Usage Guidelines. The rights of the Institution to use them are defined in the Logo and Emblem Usage Guidelines and depend on them, and a use that does not follow the Logo and Emblem Usage Guidelines is not allowed. In addition, they may be used only while the Accreditation Status is valid, only for the scope that was accredited, and only in the form and for the purposes that the Logo and Emblem Usage Guidelines allow. They may not be used to suggest that EAHEA endorses a price, a promotion, a discount, a guarantee or any commercial offer of the Institution. The Institution will not alter a certificate, a report, the logo, the emblem, the seal or a badge, and will show a certificate together with its validity date and verification link.

11.3 When the status ends, is suspended or is revoked, the Institution will stop presenting itself as accredited by EAHEA, will stop every use of the EAHEA name, logo, emblem, seal and badges that the Logo and Emblem Usage Guidelines allowed, and will remove them, the certificates and the verification links from its website, social media, advertising and documents within 7 days. It will not state or imply that students enrolled during the accreditation hold an EAHEA accredited qualification beyond what the EAHEA records show.

11.4 EAHEA may take all steps allowed by law against the misuse of its name, logos, emblem, seal, badges, certificates and Accreditation Status, including any use that does not follow the Logo and Emblem Usage Guidelines, and including notices to the platforms and authorities concerned, and the Institution will bear the costs that its misuse causes.

Article 12: Monitoring, Corrective Action, Suspension and Revocation

12.1 EAHEA may at any time review the website, social media pages, advertisements, enrollment documents, student feedback and other public statements of the Institution, and may open a review on its own decision or after a complaint.

12.2 If EAHEA finds that this Agreement or the Standards are not respected, it may, according to the seriousness of the case, send a warning, require a corrective action plan with a deadline, suspend the Accreditation Status or revoke it. Misleading advertising, misuse of the EAHEA name, seal or certificate, claiming a status that is not held, a false or forged document, the sale of qualifications, a breach of the sanctions rules in Article 15, a breach of the Code of Ethics Declaration Form, failure to inform EAHEA of a change of contact details within the time set in Article 9.5, failure to pay fees and conduct that damages the reputation of EAHEA or the integrity of accreditation may lead to immediate suspension or revocation. Fees already paid are not refunded.

12.3 EAHEA publishes the suspended or revoked status of the Institution, together with a short factual reason for it, in its public directory, and continues to publish it for the limitation period of five (5) years, counted from the date of the decision of suspension or revocation. EAHEA may answer the questions of students and the public about it. At the end of this period EAHEA removes the Institution from the public directory, and the records of the Institution and of the decision stay in the archive of EAHEA. If the status is reinstated, the notice is removed from the public directory at that time.

12.4 **Complaints.** EAHEA may receive and examine any complaint about the Institution that comes from a third party, whether or not that party is a student, a customer or another recipient of the services of the Institution. EAHEA may ask the Institution for an oral or written defense or explanation about the complaint, and the Institution will give it in the time that EAHEA sets. According to the seriousness of the complaint, EAHEA may suspend the Accreditation Status and the membership of the Institution, or may end this Agreement under Article 17.2 and revoke the Accreditation Status. A suspended or revoked status is published under Article 12.3.

Article 13: Confidentiality and Public Information

13.1 EAHEA and the Institution will keep confidential the non-public and sensitive information that they receive from each other under this Agreement, including the application, the self-study report, the audit report and the supporting documents, and will not disclose it to third parties without the written consent of the other Party. EAHEA may disclose it to the members of the Accreditation Commission, reviewers, auditors and advisers who are bound by confidentiality, and to the authorities where the law requires.

13.2 The Institution agrees that EAHEA publishes the following information in its public directory and on its website, and on the certificate verification page: the name of the Institution, its Accreditation Status and its scope, the services, the certificate numbers and validity dates, the website, the address, the email address and the logo of the Institution, and the suspended or revoked status with a short reason, for the period set out in Article 12.3.

13.3 Confidentiality does not apply to information that is public, that the receiving Party already had or received lawfully from another source, or that the law requires to be disclosed. It continues for five years after the end of this Agreement.

Article 14: Data Protection

14.1 Each Party processes the personal data that it receives under this Agreement (for example the names, positions and contact details of the authorized person and of the contacts, and personal data in the documents that the Institution submits) as an independent controller, in line with Regulation (EU) 2016/679 (GDPR) and the Privacy Policy of EAHEA published on www.eahea.org, only for the purposes of this Agreement, accreditation, quality assurance, accounting and the verification directory.

14.2 The Institution confirms that it has the right and the legal basis to give EAHEA the personal data of its staff, students and graduates that it submits, and that it has informed the persons concerned. The Institution will submit personal data of students only as far as the evaluation needs it.

Article 15: Sanctions and Compliance

15.1 EAHEA is a legal entity registered in Estonia and is directly subject to the law of the European Union, the resolutions of the United Nations Security Council and the Estonian International Sanctions Act (Rahvusvaheliste sanktsioonide seadus). The Institution confirms that neither it, nor its owners, officers or beneficial owners, nor any person who acts for it, is located in, organized under the law of, or acting for or on behalf of a country or territory that is subject to severe sanctions or a full embargo, or is itself subject to sanctions, and will inform

EAHEA at once if this changes.

15.2 EAHEA may ask for further information and documents, may refuse an application, suspend or end a service and withdraw a status, certificate or report at any time and without liability if it finds or reasonably suspects a breach of this Article or if the law requires it, may freeze or return funds, and may report to the competent authorities where the law requires.

15.3 Each Party will comply with the laws on anti-bribery, anti-corruption and anti-money laundering that apply to it, and will not offer or accept any payment or advantage to influence an accreditation decision.

Article 16: Liability and Indemnity

16.1 The Institution is solely responsible towards its students, customers and third parties for its programs, services, advertising, documents and conduct. EAHEA does not guarantee the offers, prices or promises of the Institution and is not responsible for its acts, advertising or financial obligations. Students and the public are advised to check the status of the Institution in the EAHEA verification directory before they enroll or buy.

16.2 The Institution will compensate and hold harmless EAHEA, its officers, Commission members and reviewers from claims, losses and costs, including reasonable legal costs, that arise from the operations, advertising or qualifications of the Institution or from its misuse of the Accreditation Status.

16.3 EAHEA is liable for damage that it causes only under this Agreement and the law of Estonia. Except for damage caused by intent or gross negligence, and for liability that cannot be limited by law, EAHEA is not liable for indirect or consequential damage, loss of profit, loss of students, loss of reputation or loss of data, and its total liability under this Agreement is limited to the fees that the Institution paid to EAHEA for the Accreditation Service concerned in the twelve (12) months before the event.

Article 17: Termination

17.1 Either Party may end this Agreement by giving the other Party thirty (30) days' written notice. The Institution may also stop an Accreditation Status by not renewing it.

17.2 EAHEA may end this Agreement, or any Accreditation Status under it, at once and by written notice if the Institution is in a material breach that is not remedied within the time that EAHEA sets, if it commits a breach that cannot be remedied, if EAHEA revokes its status under Article 12, or if Article 15 requires it.

17.3 When this Agreement ends, all Accreditation Statuses under it end, Article 11.3 applies, the Institution is removed from the list of accredited members, and fees that were paid are not refunded. Articles 3, 10, 11, 12, 13, 14, 16, 17, 19 and 20 continue after the end of this Agreement.

Article 18: Notices and Electronic Communication

18.1 Notices and messages under this Agreement are given in writing in English by email to the addresses in this Agreement, the contact addresses that the Institution gave in its application, or the Members Area of EAHEA. A notice sent by email takes effect on the day after it is sent, unless the sending Party receives a message that it was not delivered. The Institution will keep its contact details up to date.

18.2 The Parties agree that the application, the invoices, the certificates, the reports and this Agreement may be given and stored in electronic form.

Article 19: Governing Law and Jurisdiction

19.1 This Agreement, and every dispute or claim that arises out of or in connection with it, with the Accreditation Services or with the Accreditation Status, are governed by the laws of the Republic of Estonia.

19.2 The Parties will first try to settle a dispute in good faith by written notice. A dispute that is not settled within 30 days is submitted to the exclusive jurisdiction of the courts of Estonia, in the first instance the Harju County Court (Harju Maakohus) in Tallinn. This does not take away mandatory rights that cannot be waived by agreement.

Article 20: General Provisions

20.1 **Entire agreement.** This Agreement is the entire agreement of the Parties on the Accreditation Services and replaces all earlier arrangements about them. There are no side agreements.

20.2 **Changes.** EAHEA may update the Terms and Agreement, the Standards and the fee schedule. The version that is published when a status is granted or renewed applies, and continued use of the status after a notified change means acceptance of it. A change of this Agreement itself needs the agreement of both Parties in writing, except that EAHEA may change it by notice where this is needed to follow the law or the Standards, from the next renewal.

20.3 **Assignment.** The Institution may not transfer this Agreement or an Accreditation Status without the written consent of EAHEA. The status does not pass to a new owner or a new legal entity automatically, and the Institution will tell EAHEA about any such change under Article 9.

20.4 **Independence.** The Parties are independent. Nothing in this Agreement creates a partnership, an agency or an employment relationship, and neither Party may bind the other.

20.5 **Force majeure.** Neither Party is liable for a delay or a failure that is caused by an event beyond its reasonable control, such as natural disaster, war, epidemic, government action or a failure of public networks, for as long as it lasts. This does not release the Institution from the obligation to pay fees that are due.

20.6 **Severability and waiver.** If a provision of this Agreement is found invalid, the remaining provisions stay in force and the Parties will replace the invalid provision with a valid one that is closest to its purpose. A right that is not used is not waived.

20.7 **Language.** This Agreement is made in English, and the English text is the official one. A translation is for information only.

Article 21: Entry into Force and Electronic Execution

21.1 The Institution accepted this Agreement and the Terms and Agreement electronically on __ _____ ____, when its authorized person submitted the online application _____ and confirmed that the person is authorized to accept this Agreement for the Institution and has read it. EAHEA confirms and

countersigns this Agreement on __ _____ ____, when it approves the Subject Service.

21.2 This Agreement enters into force on the Effective Date. The Parties agree that an electronic acceptance and an electronic signature have the same effect as a handwritten signature, to the extent that the law allows, including Regulation (EU) No 910/2014 (eIDAS). The Agreement is made in electronic form, and each Party may keep a copy that has the legal effect of an original.

Electronically signed on behalf of EAHEA:

Name: _____

Position: _____

Email: _____

Date: __ _____ ____

Electronically accepted on behalf of the Institution:

Institution: _____

Name: _____

Position: _____

Email: _____

Date: __ _____ ____