EUROPEAN ASSOCIATION FOR HIGHER EDUCATION ADVANCEMENT

INSTITUTIONAL CERTIFICATION AGREEMENT

Credit Certification and Quality Certification Services

between

European Association for Higher Education Advancement MTÜ (EAHEA)

and

_____

Agreement No: _____

Certification 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".

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 certification services to the Institution, and the rights, obligations and responsibilities of both Parties in respect of those services and of the certificates that EAHEA issues under them.

1.2 In this Agreement: "Certification Services" means the services listed in Article 4 (Credit Certification and Quality Certification); "Subject Service" means the Certification Service named on the cover page, which the Institution applied for under application _____; "Certificate" means the certificate, diploma or other document that EAHEA issues under a Certification Service; "Standards" means the standards of EAHEA that the Certification Service concerned is evaluated against (the EAHEA Accreditation Quality Standards for Quality Certification, and the required items of the Accreditation Quality Standards named in the Credit Certification Regulations for Credit Certification), as EAHEA publishes them; "Regulations" means the Credit Certification Regulations and the General Provisions that EAHEA publishes on www.eahea.org (Documents and Forms), in the version in force; "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 quality always applies.

Article 2: Scope of the Agreement

2.1 This Agreement governs the Subject Service and every other Certification Service that the Institution later applies for through the EAHEA online application system. 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 accreditation (including Program Accreditation, which combines the scope of Course Accreditation and Credit Certification for a whole degree program), membership, the certification of persons, validation services or any other service of EAHEA. They are governed by their own application and agreement and by the Terms and Agreement. The Quality Certification that is included in Associate Membership or Observer Membership is governed by this Agreement as to its certification, and by the Institutional Membership Agreement as to its inclusion in the Membership.

Article 3: Nature of the Certification Services

3.1 The Certification Services are voluntary, independent and non-governmental. They are not accreditation. An institution that holds only a Certificate under this Agreement is not an accredited institution and will not call itself one.

3.2 A Certificate is not a license, an authorization or a recognition by a government and does not give degree-awarding powers. EAHEA does not guarantee the quality, the outcomes or the recognition of any program, course or service of the Institution, and the Institution remains solely responsible for them.

3.3 ECTS is the European Credit Transfer and Accumulation System. ECTS is a directive and not an organization, and neither the European Union nor EAHEA recognizes or issues ECTS credits. CATS (the Credit Accumulation and Transfer Scheme) and USC (US semester credits) are credit systems of other education systems, and EAHEA does not issue or recognize their credits either. The EAHEA credits (MUC, PAC, ILC and EUC, together the EAHEA Credit Systems or ECS) are independent professional metrics of EAHEA. A Credit Certification confirms only that EAHEA found that the Institution meets the requirements to state the EAHEA credits and the ECTS, CATS and USC credit equivalents of the certified course or program, and the credit equivalents are given for comparison only. Stating credits does not change the legal or recognition status of the Institution, and no institution or organization is

obliged to accept the credits that the Institution states.

Article 4: Certification Services (Schedule A)

The Certification Services covered by this Agreement are the following.

Service	Scope and conditions	What the Institution receives on approval
Credit Certification	The certification of the qualification of an institution to state the credits of a course, a training or a program of study of at least 150 hours of study (its EAHEA credits and its ECTS, CATS and USC credit equivalents), after the institution shows that the learning outcomes and the hours of study have been met. It is open only to an educational institution that holds an EAHEA Course Accreditation; an institution that does not hold one applies for Program Accreditation instead, which combines the scope of Course Accreditation and Credit Certification for a whole degree program. EAHEA applies the procedure of the accreditation with the adaptations of the European Higher Education Area guidelines on the ECTS credits, and 12 of the 26 accreditation standards are required.	An evaluation report with any improvement or adaptation that the European guidelines need; the Credit Certification Document when the process is completed satisfactorily; guidance on the credits of the course or program; news alerts and newsletter; discounts for EAHEA sponsored events.
Quality Certification	The certification of an institution or an educational provider that meets the EAHEA Quality Standards for higher education, which are in three groups: administrative responsibility, institutional integrity and academic quality. It is open only to EAHEA members (accredited members, Associate Members and Observer Members). It is a quality assurance certification and not an accreditation.	Quality Assurance Audit Report; EAHEA Quality Assurance Certificate (with its rating of three or four stars); EAHEA Quality Certification Badge and Certification Seal; Certified Members Directory listing; news alerts and newsletter; discounts for EAHEA sponsored events.

Article 5: Eligibility, Application and Evaluation

5.1 **Who may apply.** Credit Certification is available only to an educational institution that holds an EAHEA Course Accreditation on the date of the application. An institution that does not hold a Course Accreditation applies for Program Accreditation instead. Quality Certification is available only to an Institution that is an EAHEA member on the date of the application, that is, a holder of an EAHEA Full Accreditation or Online Accreditation, an Associate Member or an Observer Member; a Quality Certification that is included in Associate Membership

or Observer Membership ends with that membership.

5.2 **Credit Certification.** The Institution applies online and shows, through the Application for Accreditation (Self-Assessment Report), that it meets the standards that are required for the credits: identification, legal authorization, accreditation, recognition and references, description of the courses or programs, hours of study, course objectives or expected learning outcomes, course contents and materials, teaching methodology, proficiency of the teachers, assessment and evaluation, certificate or diploma, and transcript or equivalent. EAHEA guides the Institution to adapt to the European Higher Education Area guidelines on the ECTS credits.

5.3 **Quality Certification.** The Institution applies online and shows that it meets the EAHEA Quality Standards in the three groups: administrative responsibility (including identification, legal authorization, facilities, financial stability, qualified staff, educational values and ethics, and continuous improvement), institutional integrity (including information and veracity, admission procedures, the legal contract, assistance and the post-graduate service) and academic quality (including the description of the courses or programs, hours of study, learning outcomes, contents and materials, delivery, update, teaching methodology, tutorials, proficiency of the teachers, assessment and evaluation, certificate or diploma, and transcript).

5.4 EAHEA reviews and grades the application and the attached documents for how each standard is addressed, and may ask for an interview, a visit (online or on-site) or further documents, which the Institution will give in the time that EAHEA sets. 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 Certificate or report, without refund.

5.5 The decision of EAHEA is based on the evidence that the Institution submitted and on the Standards, and it is endorsed as the EAHEA procedure requires. The Institution is informed of it in writing, and the detailed report is sent to the Institution. The Institution may ask the Secretariat for a reconsideration in writing, giving reasons, within 30 days of the notice of the decision.

Article 6: Term and Renewal

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

6.2 A Certificate is renewed for a further period of one year by paying the renewal invoice that EAHEA sends before the end of the validity period. The amount is that of the fee schedule of Article 9 that applies on the date of the notice. Quality Certification 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, and the Quality Certification that is included in Associate Membership or Observer Membership is renewed together with the Membership. For Credit Certification, the partner discount that the fee schedule gives to the holder of a valid Full Accreditation, Online Accreditation or Associate Membership applies to the renewal fee. A suspended, revoked or ended accreditation or membership does not give a free renewal or a discount.

6.3 EAHEA will remind the Institution, but a Certificate 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. If the renewal invoice is not paid by the due date in the notice, EAHEA may suspend the Certificate, and if it is still not paid after the further period stated in the notices, EAHEA may revoke it. A suspended or revoked Certificate is published under Article 11.3. A Certificate may be reinstated at the discretion of EAHEA on payment of the outstanding fees.

Article 7: Responsibilities of EAHEA

7.1 EAHEA will: (a) review the application and the documents under the Standards with due care; (b) issue a report and tell the Institution its decision in writing; (c) after a positive decision, issue the Certificate for its validity period; (d) list the Institution in the Certified Members Directory of EAHEA, with a link to its website, while the Certificate is valid; (e) allow the Institution to use the EAHEA name, logo, emblem, seal and badges of the Certification Service under Article 10 and the Logo and Emblem Usage Guidelines; (f) deliver news alerts and the newsletter by electronic means; and (g) provide an invoice for each payment.

Article 8: Obligations of the Institution

8.1 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 8.5); (b) comply with the Standards, the Terms and Agreement, the Code of Ethics Declaration Form (Article 8.4) and the Logo and Emblem Usage Guidelines (Article 10); (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 11.4), and facilitate the checks of EAHEA (Article 8.6); (d) inform EAHEA within 30 days of any material change, including its name, ownership or legal status, address, activities, fee structure, any regulatory or court action against it and the loss or restriction of any license; and (e) pay the fees under Article 9 when due.

8.2 If the Institution states credits, it will state them only for the courses and programs that were certified, in line with the EAHEA credit rules and, for ECTS credits, the guidelines of the European Higher Education Area, and the credits that it states will match the hours of study and the learning outcomes that were certified. Credits that do not meet these requirements are the sole responsibility of the Institution.

8.3 **Major Change.** A “Major Change” is a major change to a certified course or program (Credit Certification) or to the Institution (Quality Certification), in particular, for a course or program, to its hours of study, its credits, its learning outcomes, its educational content, its name or title, its level or its delivery mode and, for the Institution, to its name, its legal status, its ownership or control, its legal address or its delivery mode, or to another element that the certification 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 change again, 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 Certificate, the Certificate does not cover the changed course, program or Institution, and EAHEA may suspend it for a change to the Institution. 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, is a “Minor Change”: it needs only a notice and no review and no fee.

8.4 **Code of Ethics.** For as long as it holds a Certificate, 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.

8.5 **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 Certificates of the Institution.

8.6 **Inspection.** EAHEA has the right to check, with or without prior notice, whether the Institution complies with its obligations, 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 9: Fees and Payment

9.1 The Institution pays for each Certification 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 a Certification Service is paid at once, in full, when the application is made.

9.2 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.

9.3 Fees are not refundable, including the application and certification fees, the renewal fees and the change fees, also when the application is rejected, the Institution withdraws, or a Certificate is suspended, revoked or ended. 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. The change fee for the review of a Major Change under Article 8.3 is the amount stated in the fee schedule or in the invoice that EAHEA sends for it, and is paid before the review starts.

9.4 **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 12.

Article 10: Use of the Certificates, Name, Logo and Emblem

10.1 The Institution will state its Certificates accurately and completely wherever they are mentioned (website, social media, paid advertising, brochures, email, certificates and student contracts): the exact Certification Service, the scope (the institution, or the named courses and programs only), the validity dates and a link to the EAHEA verification page. It will state that the Certificate is not an accreditation, and will not imply that EAHEA is a government body, a ministry, a regulator or a licensing authority, or that the Certificate makes a qualification equal to, or recognized as, a qualification of a state institution.

10.2 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 Certificate is valid, only for the scope that was certified, and only in the form and for the purposes that the Logo and Emblem Usage Guidelines allow. The Accreditation seal and badges are not part of the Certification Services and the Institution will not use them. The Institution will not alter a Certificate, a report, the logo, the emblem, the seal or a badge.

10.3 When a Certificate ends, is suspended or is revoked, the Institution will stop every use of the EAHEA name, logo, emblem, seal and badges that the Logo and Emblem Usage Guidelines allowed for it, and will remove them, the Certificate and the verification links from its website, social media, advertising and documents within 7 days.

10.4 EAHEA may take all steps allowed by law against the misuse of its name, logos, emblem, seal, badges and Certificates, 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 11: Monitoring, Suspension, Revocation and Complaints

11.1 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.

11.2 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 Certificate or revoke it. Misleading advertising, misuse of the EAHEA name, seal or Certificate, claiming an accreditation or a status that is not held, stating credits outside the certified scope, a false or forged document, a breach of the sanctions rules in Article 13, 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 8.5, failure to pay fees and conduct that damages the reputation of EAHEA may lead to immediate suspension or revocation. Fees already paid are not refunded.

11.3 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 Certificate is reinstated, the notice is

removed from the public directory at that time.

11.4 **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 Certificates of the Institution, or may end this Agreement under Article 15.2 and revoke the Certificates. A suspended or revoked Certificate is published under Article 11.3.

Article 12: Confidentiality, Public Information and Data Protection

12.1 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-assessment 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 Commission, reviewers, auditors and advisers who are bound by confidentiality, and to the authorities where the law requires. This 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.

12.2 The Institution agrees that EAHEA publishes the following information in its public directory, on its website and on the certificate verification page: the name of the Institution, its Certificates and their scope, 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 11.3.

12.3 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, quality assurance, accounting and the verification directory. 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, and will submit personal data of students only as far as the evaluation needs it.

Article 13: Sanctions and Compliance

13.1 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.

13.2 EAHEA may ask for further information and documents, may refuse an application, suspend or end a service and withdraw a Certificate 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.

13.3 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 a certification decision.

Article 14: Liability and Indemnity

14.1 The Institution is solely responsible towards its students, customers and third parties for its programs, courses, services, credits, 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 Certificates of the Institution in the EAHEA verification directory before they enroll or buy.

14.2 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, qualifications or credits of the Institution or from its misuse of a Certificate.

14.3 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 Certification Service concerned in the twelve (12) months before the event.

Article 15: Termination

15.1 Either Party may end this Agreement by giving the other Party thirty (30) days' written notice. The Institution may also end a Certificate by not renewing it.

15.2 EAHEA may end this Agreement, or any Certificate 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 Certificate under Article 11, or if Article 13 requires it.

15.3 When this Agreement ends, all Certificates under it end, the Institution stops the use of the EAHEA name, logo, emblem, seal and badges under Article 10, the Institution is removed from the Certified Members Directory, and fees that were paid are not refunded. The provisions that by their nature continue (including Article 9, Article 10, Article 11, Article 12, Article 14 and Article 17) stay in force.

Article 16: Notices and Electronic Communication

16.1 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.

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

Article 17: Governing Law and Jurisdiction

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

17.2 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 18: General Provisions

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

18.2 **Changes.** EAHEA may update the Terms and Agreement, the Standards, the Regulations and the fee schedule. The version that is published when a Certificate is granted or renewed applies, and continued use of the Certificate 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.

18.3 **Assignment.** The Institution may not transfer this Agreement or a Certificate without the written consent of EAHEA. A Certificate 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 8.1.

18.4 **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.

18.5 **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.

18.6 **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.

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

Article 19: Entry into Force and Electronic Execution

19.1 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.

19.2 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: __ _____ ____