EUROPEAN ASSOCIATION FOR HIGHER EDUCATION ADVANCEMENT

# INSTITUTIONAL MEMBERSHIP AGREEMENT

Associate, Observer and Accredited Membership

between

**European Association for Higher Education Advancement MTÜ (EAHEA)**

and

_____

Agreement No: _____

Membership category 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 “Member” or “Member Institution”.

EAHEA and the Member 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 the Member is admitted as an institutional member of EAHEA, and the rights, obligations and responsibilities of both Parties in respect of the membership.

1.2 In this Agreement: “Membership” means the membership category that is granted to the Member under Article 4; “Subject Membership” means the category named on the cover page, which the Member applied for under application _____; “Membership Certificate” means the certificate that EAHEA issues for the Membership; “Regulations” means the EAHEA Membership Regulations, the Membership Standards 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 Member 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 Membership is valid, __ _____ ____.

1.3 This Agreement consists of this document, the online application and the answers and documents that the Member submitted with it, the Terms and Agreement, 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 Regulations, except that a rule of the Regulations on the conditions and the procedure for admission always applies.

### Article 2: Scope of the Agreement

2.1 This Agreement governs the Subject Membership and its renewals. It describes every institutional membership category of EAHEA (Article 4), so that it also applies if the Member later moves to another institutional category by a new application, unless EAHEA and the Member sign a new agreement for it.

2.2 Affiliate Membership is a membership of individual persons and is not covered by this Agreement. Accreditation services (Full, Online, Program and Course Accreditation), Credit Certification, Quality Certification, certification of persons and validation services are not covered either: they are governed by their own application and agreement and by the Terms and Agreement.

### Article 3: Nature of Membership

3.1 Membership is not accreditation. Associate and Observer Membership do not mean that the Member, its programs, its services or its qualifications are accredited, evaluated, approved or endorsed by EAHEA, or that EAHEA has decided on the quality or competence of the Member in performing its services. A Member that holds no Accreditation Status is not an accredited institution and will not call itself one.

3.2 Membership does not give the Member any right to accreditation, and does not affect the result of any accreditation application. The accreditation services are open to the Member as to any other institution, on their own conditions.

3.3 Membership is not a license, an authorization or a recognition by a government, does not give degree-awarding powers and does not guarantee the quality, outcomes or recognition of any program or service. EAHEA is not a party to the contracts of the Member with its students or customers, and does not control or oversee the documents, certificates, diplomas and authorizations that the Member issues.

## Article 4: Membership Categories (Schedule A)

EAHEA offers the following institutional membership categories. The Member holds the category named on the cover page.

| Category | Who may join and conditions | What the Member receives |
|---|---|---|
| **Associate Membership** | Institutions and organizations that operate in the field of education (universities, educational institutes, vocational institutions, colleges, schools, distance and lifelong learning centers, online courses, corporations and similar bodies) and have a certificate of establishment or authorization issued by a government (if the institution is managed by a company, the establishment certificate of the company is required). It suits institutions that are not eligible for Full or Online Accreditation, cannot meet the accreditation criteria or do not have the budget for accreditation. Associate Membership is a full membership of EAHEA (Article 4.2). | Associate Membership Certificate; Institutional Quality Certificate (the Quality Certification service is included in this category); EAHEA Membership Logo and badge; Institutional Members Directory listing; news alerts and newsletter; discounts for EAHEA sponsored events; the full membership rights of Article 4.2; the member benefits of Article 7. |
| **Observer Membership** | Organizations with an interest in the field of education, such as an association, agency, government or non-governmental organization, not-for-profit corporation, partnership or cooperative, with a major commitment and interest in evaluation, accreditation and quality assurance in tertiary education. A certificate of establishment or authorization issued by a government is required; an independent organization without one sends a goodwill letter addressed to EAHEA. | Observer Membership Certificate; Institutional Quality Certificate (the Quality Certification service is included in this category); EAHEA Membership Logo and badge; Institutional Members Directory listing; news alerts and newsletter; discounts for EAHEA sponsored events; the member benefits of Article 7. |
| **Accredited Membership** | The membership that comes with a valid Full Accreditation or Online Accreditation. It is given automatically, has no separate fee and lasts for as long as the accreditation lasts. The terms of the accreditation are in the Institutional Accreditation Agreement. | The accreditation certificate and documents of the accreditation service; the full membership rights of Article 4.2; the member benefits of Article 7. |

4.1 The Member holds only the category named on the cover page. A change to another category needs a new application, and the fees of the new category apply. A category that includes another service (for example the Quality Certification of Associate and Observer Membership) includes it only for the validity period of the Membership and only as long as the Membership is active.

4.2 **Full membership.** Associate Membership and Accredited Membership are full memberships of EAHEA. A Member that holds one of them is a full member of EAHEA. The Management Board decides whether such a Member is admitted as a member of the General Assembly. A 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. Observer Membership and Affiliate Membership are not full memberships: they give no vote, no part in the determination of the management and no other right of a member under the Articles of Association. Where this Agreement and the Articles of Association differ on the rights of a member, the Articles of Association prevail.

4.3 **Duration of full membership.** The Associate Member is a full member from the start date of its Membership Certificate until the validity of the Membership ends. The Accredited Member is a full member for as long as its Full Accreditation or Online Accreditation lasts; the membership is given automatically when the accreditation is granted. If the Membership or the accreditation is not renewed, or is suspended, revoked or otherwise ends, the full membership ends or is suspended with it and the Member loses the rights of a member from that day.

## Article 5: Eligibility and Admission

5.1 The Member confirms that it meets the conditions of its category in Article 4, that it is legally established and authorized to carry out its activities under the law of its country, and that all information and documents that it submitted are true, complete and genuine.

5.2 EAHEA may ask for further information and documents, and may refuse an application, or end or withdraw a Membership, if the information is false or incomplete, if the Member does not meet the conditions or if Article 15 requires it. A false, forged or altered document or a withheld fact entitles EAHEA to withdraw the Membership at any time, without refund.

## Article 6: Term and Renewal

6.1 The Membership is valid for twelve (12) months from the start date on its Membership Certificate. This Agreement applies from the Effective Date and continues for as long as the Member holds a Membership and until all obligations under it are performed.

6.2 The Membership is renewed for a further period of one year by paying the annual membership fee on the renewal invoice that EAHEA sends before the end of the validity period. The fee is that of the fee schedule of Article 10 on the date of the notice. EAHEA will remind the Member, but a Membership 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.

6.3 If the renewal invoice is not paid by the due date in the notice, EAHEA may suspend the Membership, and a suspended Member has no member rights, including the right to vote at the General Assembly (for a member

admitted to it) and the use of the Member Logo. If it is still not paid after the further period stated in the notices, EAHEA may revoke the Membership. A suspended or revoked Membership is published in the public directory under Article 12.3. A Membership may be reinstated at the discretion of EAHEA on payment of the outstanding fees.

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

### Article 7: Responsibilities of EAHEA and Benefits of the Member

7.1 While the Membership is valid, EAHEA will: (a) issue the Membership Certificate for the validity period; (b) list the Member in the EAHEA Institutional Members Directory, with a link to its website; (c) allow the Member to use the EAHEA Member Logo on its website and promotional material, under Article 9 and the Logo and Emblem Usage Guidelines; (d) give the Member a free subscription to the regional and international publications of EAHEA; (e) send the electronic EAHEA Newsletter twice every year; (f) offer networking, collaboration and co-organization opportunities with other members and quality assurance agencies through EAHEA events, including the co-organization of international seminars, webinars and workshops in the local context of the Member; (g) accept industry-related articles of the Member for the EAHEA newsletter and blog, at the editorial discretion of EAHEA; (h) offer discounted prices for the EAHEA Annual Conference and Online Forum and for EAHEA sponsored events; (i) give the Member the right to apply free of charge for the EAHEA Online Courses with certificates of completion; and (j) provide an invoice for each payment.

7.2 The Associate Membership and the Observer Membership include the Quality Certification service without a further fee. EAHEA opens it after the Membership is approved, and the Member provides the data that the certification needs. Any further service that the page of the category on www.eahea.org says is open to the Member free of charge or at a discount is given on the conditions stated there on the date of the application.

7.3 Events, courses and publications are offered as EAHEA organizes and publishes them. EAHEA may change them, and a right to apply for a service is not a right to receive it: the conditions of that service apply.

### Article 8: Obligations of the Member

8.1 The Member will: (a) give accurate and complete information and keep its contact details and legal details up to date, including the information given in the Contact Declaration Form (Article 8.4); (b) comply with the Terms and Agreement, the Principles of Ethics of EAHEA, the Code of Ethics Declaration Form (Article 8.3) and the Logo and Emblem Usage Guidelines (Article 9); (c) pay the annual membership fee when due; (d) inform EAHEA within 30 days of any material change, including its name, ownership or legal status, address, activities, and any regulatory or court action against it or the loss or restriction of any license; (e) answer the questions of EAHEA and provide the requested documents 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 8.5); and (f) act honestly and in a way that supports the reputation of EAHEA and its members.

8.2 All advertising and recruitment communication of the Member, in any medium and by any agent or partner acting for it, will be truthful, verifiable and not misleading. This includes claims about price, duration, recognition, rankings, student outcomes and EAHEA membership. The Member will not sell or promise a

qualification without real study and assessment. If it enrolls students, it will give each student a written enrollment agreement, keep accurate student records and handle complaints and refund requests in a documented and timely way.

8.3 **Code of Ethics.** For as long as its Membership lasts, the Member 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 Member under this Agreement depend on that compliance. The Member has read the Code of Ethics and the Code of Ethics Declaration Form and accepts them as part of this Agreement.

8.4 **Contact details.** The Member 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 Member will ensure that the information given in the Contact Declaration Form is accurate, complete and up to date at all times. If the Member does not inform EAHEA of a change, EAHEA may suspend the Membership of the Member.

8.5 **Inspection.** EAHEA has the right to check, with or without prior notice, whether the Member complies with the obligations in this Article, with this Agreement and with the Code of Ethics Declaration Form. The Member 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.

8.6 **Major Change and Minor Change.** A Membership is granted to the Member as it was admitted. A "Major Change" is a change to the name, the legal status, the ownership or control, the legal address or the activities of the Member, or to another element that the admission relied on. The Member 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 decides whether a change is a Major Change, reviews it again and charges a change fee, which is the amount stated in the fee schedule or in the invoice that EAHEA sends for it and is paid before the review starts. Until the review is completed and the change is confirmed, EAHEA may suspend the Membership. A change that does not alter these elements, such as a correction of a typing error or a change of contact details, is a "Minor Change": it needs only a notice under Article 8.4 and no review and no fee.

## Article 9: Use of the Membership, Name, Logo and Emblem

9.1 The Member will state its Membership accurately wherever it is mentioned (website, social media, advertising, brochures, email, certificates and student contracts): the exact category (for example "Associate Member of EAHEA"), the validity dates, and a link to the EAHEA verification page. It will state that the Membership is not an accreditation, and will not suggest that EAHEA endorses the Member, its programs, courses, qualifications, prices or any commercial offer. Where it shows the EAHEA name, logo, emblem or badges with this statement, it will do so as the Logo and Emblem Usage Guidelines require.

9.2 The EAHEA name, the EAHEA Member Logo and the Membership Certificate may be used only while the Membership is valid and only in the form and for the purposes that the Logo and Emblem Usage Guidelines allow. The rights of the Member to use the EAHEA name, logo, emblem and badges are defined in the Logo and Emblem Usage Guidelines and depend on them, and a use that does not follow them is not allowed. The Accreditation seal and badges are not part of the Membership and the Member will not use them. The Member

will not alter a certificate, the logo, the emblem or a badge.

9.3 When the Membership ends, is suspended or is revoked, the Member will stop presenting itself as an EAHEA member will stop every use of the EAHEA name, logo, emblem and badges that the Logo and Emblem Usage Guidelines allowed, and will remove them, the certificate and the verification links from its website, social media, advertising and documents within 7 days.

9.4 EAHEA may take all steps allowed by law against the misuse of its name, logos, emblem, 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 Member will bear the costs that its misuse causes.

### Article 10: Fees and Payment

10.1 The Member pays the annual membership fee that is stated on its application and on each renewal invoice. The fee follows the fee schedule published on the Service Fees page of www.eahea.org on the date of the application or of the renewal notice. It 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 Member carries out most of its activity or the country in which it is legally established. The fee is paid in advance for the validity period of the Membership.

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 annual membership fee, the renewal fee and the change fee, also when the Member withdraws or the Membership 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 Member 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 Membership under Articles 6 and 12. Fees that are due remain due after the end of this Agreement. A Member whose Membership is suspended or has ended for lack of payment has no member rights until the outstanding fees are paid.

10.5 **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.

### Article 11: Accreditation Services and Partner Discounts

11.1 Program Accreditation and Course Accreditation are independent services. The Member can apply for them without holding any other service, and Membership is not needed to obtain them.

11.2 Course Accreditation is renewed each year automatically and free of charge for a Member that holds an active Associate Membership, a valid Full Accreditation or a valid Online Accreditation on the renewal date. A Member that holds none of these renews it each year for the renewal fee. A suspended, revoked or ended Membership or accreditation does not give a free renewal. The renewal rules of Program Accreditation are in the accreditation agreement.

11.3 A Member that holds an active Associate Membership may receive the partner discount that the fee schedule gives on the fees of Credit Certification and similar services. The discount is given only on the conditions of the fee schedule and only while the Membership that grants it is active. A suspended Member receives no partner discount.

### Article 12: Monitoring, Suspension and Revocation

12.1 EAHEA may at any time review the website, social media pages, advertisements and other public statements of the Member about its Membership, and may open a review on its own decision or after a complaint. If EAHEA finds that this Agreement or the Terms and Agreement are not respected, it may, according to the seriousness of the case, send a warning, require corrective action with a deadline, suspend the Membership or revoke it.

12.2 Misleading advertising, claiming an accreditation or a status that is not held, misuse of the EAHEA name, logo or certificate, a false or forged document, 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 8.4, 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.

12.3 EAHEA publishes the suspended or revoked status of the Member, 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 Member from the public directory, and the records of the Member 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 Member that comes from a third party, whether or not that party is a student, a customer or another recipient of the services of the Member. EAHEA may ask the Member for an oral or written defense or explanation about the complaint, and the Member will give it in the time that EAHEA sets. According to the seriousness of the complaint, EAHEA may suspend the Membership of the Member, or may end this Agreement under Article 17.2 and revoke the Membership. A suspended or revoked Membership is published under Article 12.3.

### Article 13: Confidentiality and Public Information

13.1 EAHEA and the Member will keep confidential the non-public and sensitive information that they receive from each other under this Agreement and will not disclose it to third parties without the written consent of the other Party, except to advisers who are bound by confidentiality and to the authorities where the law requires.

This does not apply to information that is public or that the receiving Party already had or received lawfully from another source. It continues for five years after the end of this Agreement.

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

### Article 14: Data Protection and Communication

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) 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, membership administration, accounting and the verification directory. The Member confirms that it has the right to give EAHEA the personal data that it submits and has informed the persons concerned.

14.2 EAHEA may send the Member administrative messages (about the application, invoices, renewals, the status and changes of the terms) as part of the service. Newsletters and messages from other members are sent according to the permissions that the Member sets in the Members Area, and the Member can change them there.

### 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 Member 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 Membership 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.

15.3 Each Party will comply with the laws on anti-bribery, anti-corruption and anti-money laundering that apply to it.

### Article 16: Liability and Indemnity

16.1 The Member 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 Member and is not responsible for its acts, advertising or financial obligations. Students and the public are advised to check the status of the Member in the EAHEA verification directory before they enroll or buy.

16.2 The Member will compensate and hold harmless EAHEA, its officers and reviewers from claims, losses and costs, including reasonable legal costs, that arise from the operations, advertising or qualifications of the Member or from its misuse of the Membership, the name or the logo of EAHEA.

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 reputation or loss of data, and its total liability under this Agreement is limited to the membership fee that the Member paid for the year in which the event happened.

### Article 17: Termination

17.1 Either Party may end this Agreement by giving the other Party thirty (30) days' written notice. The Member may also end its Membership by not renewing it.

17.2 EAHEA may end this Agreement, or the Membership, at once and by written notice if the Member 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 the Membership under Article 12, or if Article 15 requires it.

17.3 When this Agreement ends, the Membership ends, Article 9.3 applies, the Member is removed from the list of members and no fee is refunded. Articles 3, 9, 10, 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 Member 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 Member will keep its contact details up to date.

18.2 The Parties agree that the application, the invoices, the certificates 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 or with the Membership, 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 Membership and replaces all earlier arrangements about it. There are no side agreements.

20.2 **Changes.** EAHEA may update the Terms and Agreement, the membership benefits and the fee schedule. The version that is published when a Membership is granted or renewed applies, and continued use of the Membership 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, from the next renewal.

20.3 **Assignment.** The Member may not transfer this Agreement or its Membership without the written consent of EAHEA. The Membership does not pass to a new owner or a new legal entity automatically, and the Member will tell EAHEA about any such change under Article 8.

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 Member 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 Member 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 Member and has read it. EAHEA confirms and countersigns this Agreement on __ _____ ____, when it approves the Subject Membership.

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 Member:**

Institution: _____

Name: _____

Position: _____

Email: _____

Date: __ _____ ____