MEMORANDUM

TO: Dr. Duane Nellis, President
THROUGH: Amt. Tibor Nagy, Vice-Provost for International Affairs
FROM: Ms. Elizabeth McDaniel, Sr. Director of International Education & Enrollment Management
DATE: June 2, 2015
Subject: University of Nicosia, Global Learning Semesters Inc., Cyprus—Affiliation Agreement for Signature

Summary of Program
TTU College/Department: The Office of International Affairs, Texas Tech University

What does this obligate the university to? This agreement does not impose any financial obligations on TTU.

Why is this agreement being proposed? This affiliation agreement will allow TTU students to enroll directly in programs offered by Global Semesters.

Please find attached an international agreement requiring the President’s signature for approval. The document has been reviewed to make sure that it includes all required provisions.

Once signed, please contact Michael Johnson at 806-834-4622 or Michael.johnson@ttu.edu. He will come to pick up the document. Thank you.

Routing, please initial once reviewed or signed:

- Sr. Director IEEM Elizabeth McDaniel
- Vice- Provost for International Affairs, Amb. Tibor Nagy
- Provost Dr. Lawrence Schovanec
- President Dr. Duane Nellis

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UNIVERSITY WIDE AFFILIATION AGREEMENT

Between

TEXAS TECH UNIVERSITY, USA

and

University of Nicosia, via its affiliate, Global Learning Semesters, Inc.,
(hereafter, University of Nicosia Global Semesters/UNGS), CYPRUS

Representatives of Texas Tech University (hereafter referred to as "TTU", Lubbock, Texas, U.S.A. (phone 001.806.742.3667) and University of Nicosia, via its affiliate, Global Learning Semesters, Inc.,
(hereafter, University of Nicosia Global Semesters/UNGS), CYPRUS, 228 Park Avenue S #32004, New York, NY, 10003, USA, phone: 001.212.321.0921) (referred to herein as the "University") have discussed the desirability and feasibility of an interactive relationship designed to strengthen the bonds between the two institutions. This affiliation agreement ("Agreement") is intended to help facilitate an opportunity for TTU students to study abroad at the University starting Spring semester and 2015 Year.

1. Selection.
   a. TTU students will be subject to the same eligibility requirements as all other applicants to the University. If selected by the University to participate, a TTU student will be subject to all rules and regulations of the University and must complete all requirements of the University to receive credit.

2. Orientation.
   a. The University agrees to provide onsite orientations to inform the TTU study abroad student(s) about matters of safety, security, academic differences, emergency procedures, cultural norms, etc.

3. Transcripts.
   a. The University will send the academic transcript of all TTU study abroad students to TTU within a reasonable period of time after the TTU students have completed the study abroad program at the University.

4. Term.
   a. This Agreement will be effective upon the last signature date. Either institution may terminate the agreement by serving written notice 60 days prior to the anticipated termination date. Any students participating in the study abroad program at time of termination will not be affected and will be permitted to complete the study abroad program.

5. General.
   a. Authoritative Version. The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English
version and any translation of this Agreement, the English version shall control.

b. **Compliance with Law.** Both parties agrees to obtain and maintain all permits, licenses and other approvals required in connection with the operations contemplated herein.

c. **Non-Exclusive Agreement.** This is a non-exclusive Agreement, and either party may contract with third parties to provide other similar affiliation programs.

d. **No Agency or Partnership Relationship.** It is expressly understood that no employee, agent, partner or representative of either party is an employee, representative, partner or agent of the other party.

e. **Assignment.** Neither party will assign this Agreement or any right or duty under this Agreement without the prior written consent of the other party, which can be withheld at its discretion.

f. **No Endorsement.** Nothing contained in this Agreement shall be construed as conferring on any party, any right to use the other party’s name as an endorsement of any product or service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore, nothing in this Agreement shall be construed as an endorsement of any commercial product or service by either party, its officers, employees or agents.

g. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create a legal right in any Affiliation Program participant or other third party to enforce its terms or subject either party to be liable to any participant or other third party for any failure to comply with its terms.

h. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter herein. No modification or amendment to this Agreement will be binding upon the parties unless made in writing and duly executed by authorized representatives of both parties.

i. **Force Majeure.** Neither party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by the either institution or failure or delay in delivery by suppliers or delays in transportation.

j. **Invalidity and Severability.** If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provisions shall be severed from the Agreement, and the remaining provisions shall remain in full force and effect; provided, however, that with respect to any material provision so severed, the parties shall negotiate in good faith to achieve the original intent of such provision.
Texas Tech University
(referred to herein as "TTU")

M. Duane Nellis, President

06/12/15
Month/Day/Year

University of Nicosia Global Semesters
(referred to herein as "University")

Dr. Andreas Polemitis
Senior Vice Rector, University of Nicosia

02/12/2015
Month/Day/Year

Evie Zambetakis
Vice President, University Partnerships
University of Nicosia Global Semesters

02/12/2015
Month/Day/Year

Dr. Lawrence Schovanec, Provost

June 19, 2015
Month/Day/Year

Amb. Tibor Nagy, Vice Provost for International Affairs

June 15, 2015
Month/Day/Year
AFFILIATION AGREEMENT

Between

TEXAS TECH UNIVERSITY, USA and THE UNIVERSITY OF NICOΣIA GLOBAL SEMESTERS, CYPRUS

CONTACT INFORMATION

TEXAS TECH UNIVERSITY

College:
Name:
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UNIVERSITY OF NICOΣIA GLOBAL SEMESTERS

Name: Evie Zambetakis
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Department: University Partnerships

Office of International Affairs
Name: Michael Q Johnson
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Department: International Agreements Administrator

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