

Amman Arab University
Jordan Street
Mubis
Amman
11953
Jordan

6 April 2020

Dear Professor Maher Salem

Engineering Programmes 2020

This Letter of Agreement sets out the terms on which it has been agreed that the University of Central Lancashire ("UCLan") will host students from Amman Arab University ("AAU") on one or more of the three engineering programmes set out at Schedule 1 (each a "Programme" and together "the Programmes").

The following terms are agreed:

1. The location of where each Programme will be held and the dates for each Programme are specified in Schedule 1.
2. The number of AAU students attending each Programme shall be a minimum of 10 students, although AAU will use reasonable endeavours to promote the Programmes with a view of recruiting up to 30 AAU students for each Programme. AAU students must be a minimum of 18 years old at the start date of the Programme. In the event that AAU fails to recruit 10 students to a Programme, the Programme will be withdrawn and not provided by UCLan, unless this has been approved by UCLan.
3. Each Programme is non-award bearing and UCLan does not warrant or undertake that any result or qualification will be achieved as a result of completion of the Programme. AAU students will receive a certificate of attendance from UCLan on completion of the Programme.
4. AAU agrees to provide a supervisor to accompany each group of AAU students attending the Programme.
5. AAU shall pay UCLan the Fees for each Programme according to the duration of the student's stay and shall include the cost for accommodation and visits (where applicable), as set out in Schedule 1.
6. AAU will be entitled to retain ten percent (10%) of the Fees per student in consideration of its recruitment of the students and providing the AAU supervisor with each Programme.
7. AAU will confirm student numbers for each Programme to UCLan no later than 1 May 2020. UCLan will raise an invoice for the Fees thereafter. Fees payable in respect of any additional students recruited after

1 May 2020 for each Programme will be invoiced by UCLan following completion of the Programme. Payment will be due by AAU within 28 days of receipt of invoice.

8. The Fees for the Programmes delivered by UCLan at Preston are inclusive of all tuition, Programme materials, four trips to local sites, certificates and self-catering accommodation in halls of residence with a shared kitchen and communal area on or near the main UCLan campus. For the avoidance of doubt, the Fees shall not include the costs of flights, or any costs associated with securing visas, insurance or local travel and AAU shall be responsible for organising the same.
9. UCLan will be responsible for organising accommodation during the Programme and AAU shall ensure students are aware of and comply with all applicable rules and regulations applicable to the accommodation which UCLan makes available to AAU, including but not limited to those set out from time to time on UCLan's student policies page at <https://www.uclan.ac.uk/studentcontract>.
9. AAU will ensure that its staff and students attending the Programmes will comply with all rules, regulations and policies applicable to students at UCLan ("Student Policies") when using University facilities. The Student Policies can be viewed online at www.uclan.ac.uk/studentcontract.
10. Any intellectual property rights in any teaching and other materials supplied by UCLan in connection with the Programme shall remain the property of UCLan. AAU and its students shall be permitted to use such materials solely for the purpose of the Programme.
11. UCLan and AAU consent to grant each other the right to name the other party in connection with the Programme and to use the other party's logo in that context only. Neither Party may use the other party's name, trade mark, logo or similar, otherwise than as set out above.
12. To the maximum extent permitted by law and subject to paragraph 15 below, all conditions and warranties on the part of UCLan which would otherwise be implied by statute, regulation or common law into this Letter of Agreement are excluded.
13. To the maximum extent permitted by law and subject to paragraph 15 below, UCLan's total liability in contract, tort (including negligence), misrepresentation or otherwise under or in connection with this Letter of Agreement shall not exceed the value of the total Fees paid by AAU to UCLan for the Programmes.
14. UCLan will not be liable to AAU for any loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill, loss of data or other equipment or property, economic loss or damage or other indirect, special or consequential loss or damage.
15. Nothing in this agreement limits or excludes UCLan's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by applicable law.
16. The parties shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
17. UCLan may terminate this Letter of Agreement forthwith by notice to AAU if AAU (i) fails to pay any amount due under this agreement by the due date for payment or (ii) commits any act, omission or is subject to any allegation or publicity which, in the reasonable opinion of UCLan, may cause damage, detriment or harm to the reputation of UCLan.
18. If either party is affected by Force Majeure (being circumstances beyond its reasonable control, including but not limited to, acts of God, natural disasters, pandemics and the outbreak of hostilities) the affected

party shall promptly notify the other party of the nature and extent of the circumstances in question. Notwithstanding any other provision of this Letter of Agreement, neither party shall be deemed to be in breach of this Letter of Agreement, or otherwise be liable, for any delay in performance or other non-performance of any of its obligations under this Letter of Agreement to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

19. This Letter of Agreement shall be governed by English law and contains the entire agreement between the parties with respect to its subject matter, provided that nothing in this Letter of Agreement shall operate to exclude any liability for fraudulent misrepresentation.

Please sign, date and return this Letter of Agreement to confirm acceptance to the terms provided above.

Yours faithfully



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Dean of School of Engineering
University of Central Lancashire

Signed for and on behalf of
Amman Arab University



Name: **Khaled Tarawneh**
Position: **Dean of Engineering Faculty**
Date: **11/04/2020**

SCHEDULE 1

Programme	Dates	Campus	Fees
1) Predictive Maintenance	30 August 2020 - 12 September 2020	UCLan	£1200
2) Operations Management	30 August 2020 - 12 September 2020	UCLan	£1200
3) Intelligent Machines	30 August 2020 - 12 September 2020	UCLan	£1200