

[Insert U.S. University Logo]	[Insert Partner Logo]
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## **STUDENT EXCHANGE AGREEMENT**

**Between**

**INTERNATIONAL PARTNER  
UNIVERSITY  
City, Country**

**And**

**U.S. UNIVERSITY,  
City, State, United States of America**

International Partner University (hereinafter referred to as 'Partner UNIV') and U.S. University (hereinafter referred to as 'US UNIV') agree to the following terms.

### **DEFINITIONS**

In this Agreement:

HOME institution refers to the institution at which the student intends to graduate.

HOST institution refers to the institution that has agreed to receive the exchange student on a temporary basis.

ACADEMIC SEMESTER refers to the following time periods for each institution:

- [Month] to [Month] (Partner UNIV Semester 1);
- [Month] to [Month] (Partner UNIV Semester 2);
- August to December (US UNIV Semester 1);
- January to May (US UNIV Semester 2).

ACADEMIC YEAR refers to two academic semesters.

EXCHANGE STUDENT refers to a student enrolling for a limited period of time as defined by this Agreement in the HOST institution with no requirement to pay tuition or certain fees to that institution and who remains a candidate for a degree at the HOME institution.

## **1. Purpose**

The objective of this agreement is to establish specific terms and conditions under which the two institutions will conduct undergraduate student exchange. Each student exchange will enable the student to take units (classes) but not to earn credits toward or obtain a degree at the HOST institution. In the sole discretion of the HOME institution and according to criteria established by HOME institution, credits earned at the HOST institution will be accepted for credit at the EXCHANGE STUDENT's HOME institution. Each HOME institution must inform interested students that it will be the responsibility of each student in the exchange to obtain prior approval from his or her HOME institution of transfer credit for units taken at the HOST institution.

## **2. Exchange Numbers**

Unless otherwise agreed to in writing by the parties, student exchange will occur on a one-for-one basis. The one-for-one basis shall be deemed satisfied by equal numbers of participating students from each institution over a period of three consecutive years. Furthermore, the HOST institution reserves the right to determine the final number of exchange students it will accept in any semester or academic year based upon current balance and future exchange prospects in accordance with applicable law. The absence of exchange during any one academic year does not nullify this Agreement.

## **3. Application and Selection of Students**

Undergraduate students who have completed one year of study and are considered in good academic standing at their HOME institution may apply to their HOME institution to be nominated for participation in an exchange. The HOME institution is responsible for the screening of applicants for the exchange and nomination to the HOST institution but acceptance in the exchange program is determined by the HOST university

By October 15th and March 15th, the HOME institution will provide the HOST institution a list of the students nominated for exchange for the following semester, together with appropriate documents, as required by the HOST institution.

Once nominations have been approved by the HOST university, HOME university exchange students will send completed exchange applications directly to the HOST university. HOST universities will process applications received and communicate with students about their acceptance and next steps.

Students may apply to enroll in any academic courses offered at the HOST institution, however, the HOST institution will make the final determination on the admissibility of each student to the exchange program and enrollment in each course at the HOST institution. Prior to acceptance into the exchange program, the HOST institution's designated office (see below) will coordinate with HOST academic departments to confirm that admission requirements, pre-requisite coursework, and language proficiency have been met and the students' course selection is available and appropriate.

Designated Offices:

US UNIV: [Designated Office]

Partner UNIV: [Designated Office]

Students applying for exchange to US UNIV must submit proof of English language proficiency with their application (IELTS score of 6.0 or higher or TOEFL score of 80 or higher).

#### **4. Responsibilities of the Two Institutions**

Partner UNIV and US UNIV agree to accept qualified exchange students from each other and enroll them as full-time 'not for degree' students for the regular semesters of the academic year. Each EXCHANGE STUDENT shall attend the HOST institution for one academic semester unless agreed upon in writing by Partner UNIV and US UNIV.

The HOST institution's designated office will assist the EXCHANGE STUDENT in the registration process. EXCHANGE STUDENTS hosted at US UNIV are required to register for a minimum of 12 credits to fulfill related visa requirements. Exchange students will be eligible to enroll in a maximum of 12 credits as part of their exchange program. If they wish to enroll in additional credits, it will be at their own expense.

All students will remain enrolled as regular degree candidates at the HOME institution and will not be enrolled as candidates for degrees at the HOST institution. Students are required to maintain full-time status at the HOST institution. The HOST institution does not guarantee housing, but will offer on-campus housing to EXCHANGE STUDENTS on a space-available basis under the terms and conditions of an applicable housing contract and charge all housing costs directly to the EXCHANGE STUDENT. When on-campus housing space is not available, the HOST institution shall provide information and guidance to assist the EXCHANGE STUDENT in locating suitable accommodation within a reasonable distance of the campus.

Each HOST institution agrees to provide each HOME institution and EXCHANGE STUDENTS with emergency contact information for an on-site HOST university contact who can be reached 24/7 in the event of an emergency. EXCHANGE STUDENTS must also be notified of emergency protocols, procedures, and contacts for the HOST campus.

#### **5. Financial Responsibilities**

The HOME institution shall inform students interested in the exchange that they will be responsible for all costs and payments associated with the exchange program other than those explicitly set forth in this Agreement as the responsibility of the HOST institution or that will be paid by the HOME institution. The HOME institution shall be obligated to inform candidates of all potential fees before they are accepted.

HOST institution will provide the following for each EXCHANGE STUDENT:

- Enrollment in academic courses as determined by the HOST institution
- Orientation

- One official transcript at the conclusion of the semester or year of study, provided the student has cleared all debts and obligations with the HOST institution. This transcript will be mailed to the student's HOME institution by the HOST institution.

HOST institution shall not be responsible for any costs not set forth in this Agreement, including but not limited to the following:

- Travel to and from the HOST country, including appropriate travel insurance
- Books and any other needed supplies
- Travel documents and visas
- Living and subsistence expenses
- Application or related fees for participating in the program as may be charged by the HOME institution
- Health insurance required by the HOST institution.

HOME institution shall inform students interested in the exchange about the following EXCHANGE STUDENT financial responsibilities:

- Any additional tuition costs beyond 12 credits and must notify the designated office before registering for additional credits
- Housing costs
- Travel costs to the HOST institution, including visa and/or other immigration documentation
- Books and supplies
- Meals and other living expenses
- Purchase of US UNIV's mandatory health insurance plan for F1 and J1 students
- Any additional fees incurred through coursework for which additional course or lab fees are charged
- Any additional fees due to loss or damage of HOST institution property

## **6. Student Conduct and Dismissal**

Each HOME institution shall inform all EXCHANGE STUDENTS that they are required to abide by all applicable policies, rules and regulations of the HOST institution. The HOST institution shall provide an orientation or informational materials on applicable policies regarding academic responsibility and conduct. Each institution reserves the right to dismiss any participating student at any time for academic or personal misconduct in violation of institutional regulations. All students are subject to the rules and regulations of the HOST institution, in addition to those of their HOME institution. The dismissal of a student shall not abrogate the Agreement or the arrangements regarding other students in the exchange program.

## **7. Exchange Period, No Extensions**

Upon completion of the student exchange at the HOST institution, the participating student may not continue enrollment at the HOST institution and must return to the HOME institution in accordance with the HOME institution's policy governing continuous enrollment. No extension

of stay shall be authorized unless otherwise approved by both the HOST and HOME institutions in writing.

## **8. Termination**

Subject to this Clause 8, the HOST or HOME institution may terminate this Agreement without cause at any time by providing six (6) months written notice of its intention to do so to the other institution. In the event that notice of termination is given, account will be taken of where both institutions stand in the annual exchange selection process, and both institutions will collaborate so that students who have already been selected and accepted for the Exchange Program may participate in the program, if possible.

If an imbalance of exchange places exists at the time of termination of the Agreement, the institution which has hosted the larger number of EXCHANGE STUDENTS, shall be entitled to rectify the imbalance by continuing to send students to the other institution under the terms of this Agreement within six months of the date of the official termination of this Agreement.

Notwithstanding the termination of this Agreement for any reason, each institution agrees that it will continue to fulfill its responsibilities to EXCHANGE STUDENTS already registered at their institution until the completion of their particular exchange period.

## **9. Data Protection**

Both institutions acknowledge and agree that they will disclose to the other, personal data relating to Exchange Students in compliance with applicable law, for example, by obtaining consent forms signed by the relevant Exchange Student. Both institutions further agree that they will ensure that all student records and personal data relating to EXCHANGE STUDENTS are held securely and confidentially, are accessible only to those agents and employees with a legitimate educational interest in the information, and further ensure that such data is used or disclosed solely for the purpose of the administration of the Student Exchange Program under this Agreement. One official transcript containing student's records and grades will be mailed at the conclusion of the semester or year of study to the student's HOME institution by the HOST institution.

## **10. Branding**

Each institution is permitted to use the other institution's name and logo, as depicted at the top of page 1, in its website, printed brochures, and presentations for the sole purpose of marketing the programs related to this Agreement. Use of US UNIV's logo must comply with US UNIV brand standards and guidelines (see [insert appropriate US UNIV brand standard site]). Except as set forth in this agreement, neither institution will use the name or trademarks of the other institution in any advertising or publicity material or make any form of representation or statement in relation to the Agreement that would constitute an express or implied endorsement of any product or service, nor will it authorize others to do so, without first having

obtained written permission from the other Institution.

#### **11. Liability and Insurance**

As permitted by law, each institution shall be responsible for property damage or other liabilities attributable to the negligent acts or omissions of that institution and the officers, employees and agents thereof.

Insurance: Each institution warrants and represents that it has various insurance, self-insurance, or similar coverage applicable to the institution, as well as its officers, employees, and agents while engaged in the scope of duties under this Agreement. Each institution shall, at the request of the other institution, provide relevant Certificates of Insurance or other evidence of insurance or similar coverage upon request.

#### **12. Term of Agreement**

This Agreement shall take effect upon execution by both parties and remain in force for a period of five (5) years from the date of signing. This Agreement may be renewed for set terms of one to five years thereafter upon written agreement of the parties.

#### **13. Severability**

If any provision of the Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

#### **14. Headings**

The headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

#### **15. Assignment**

Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

#### **16. No Third-Party Beneficiaries**

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**17. Notice**

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile [or email] (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

**18. Administration**

Each institution will designate the coordinating office responsible for the day-to-day coordination of the programs, including the selection and counseling of participating students.

Partner UNIV and US UNIV shall undertake all reasonable measures to give maximum effect to this student exchange program. Such actions will include the exchange of academic handbooks, newsletters and promotion material.

**SIGNATURES**

This Agreement constitutes the entire Agreement between the parties on this subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this subject matter. No amendments, consent, or waiver of terms of this Agreement shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. Partner UNIV and US UNIV, by the signatures of their authorized representatives below, acknowledge having read and understood the Agreement and agree to be bound by its terms and conditions.

Signed for and on behalf of  
U.S. UNIVERSITY

Signed for and on behalf of  
PARTNER UNIVERSITY

\_\_\_\_\_  
(Signatory’s Name)  
(Signatory’s Title)

\_\_\_\_\_  
(Signatory’s Name)  
(Signatory’s Title)

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Date:

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Date: