



UNIVERSITY OF MINNESOTA

STUDENT AND FACULTY EXCHANGE PROGRAM AGREEMENT

Between
The Regents of the University of Minnesota
on behalf of its
("University")
and ("Affiliate")

WITH THIS STUDENT AND FACULTY EXCHANGE PROGRAM AGREEMENT ("Agreement"), effective _____, the University and the Affiliate sharing the common goals of education and desiring to facilitate and enrich, through international and cultural exchange, opportunities for certain educational experiences of students and faculty of the University and the Affiliate,

NOW, THEREFORE, agree as follows:

1. Description of Affiliation.

1.1 With this Agreement, the University and the Affiliate establish a program of affiliation to provide, through international and cultural exchange, opportunities for the students and faculty of the University and the Affiliate, as described in further detail on Schedule(s) attached to this Agreement.

1.2 Contact Information (may be updated from time to time on Schedule(s) attached to this Agreement).

The Affiliate:

Attn:

Phone No.:

E-mail:

The University: **University of Minnesota**

Attn:

Phone No.:

E-mail:

2. Responsibilities of the Parties.

2.1 Joint Responsibilities.

2.1.1 The University and the Affiliate will each identify a person or persons responsible for liaison during the course of this affiliation. The appointment of liaisons shall be subject to mutual approval of all parties.

2.1.2 The persons responsible for the liaison will jointly plan for:

- a. Selection, assignment, and orientation of students;
- b. Periodic review and preparation of objectives for the instructional program; and
- c. Evaluation of student performance.

2.2 Student Exchange.

2.2.1 Upon completion of the agreed upon term at the host institution, the participating student must return to the home institution without fail. Any extension of stay must be approved by both institutions.

2.2.2 In the event of either the University or the Affiliate being unable to identify a student for exchange within reasonable time, it is agreed that discussions may take place with regard to the possibility of a staggered exchange. (In this context, "staggered" signifies an exchange which will not take place concurrently.)

2.2.3 The home institution shall acknowledge the academic achievements of the student at the host institution, based on the number of credits completed and/or total hours of academic work involved, as mutually agreed between the two institutions.

2.2.4 The University and the Affiliate agree to take all reasonable action required to ensure the integration of the exchange students in the academic environment at the host institution including pre-departure and arrival orientations.

2.2.5 The University and the Affiliate have authority to withdraw, suspend or terminate a student for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the student. The University and the

Affiliate liaisons will consult with each other before suspending a student, except where consultation is not reasonably possible under the circumstances

2.2.6 To the extent permitted by law, the University and the Affiliate agree to inform each other of any specific issues related to the student (i.e., documented disability unless the student discloses, disciplinary action, etc.) as early in the acceptance process as possible to allow for the appropriate advising and counseling of the student regarding the program selected and to facilitate making arrangements on site when possible.

2.2.7 To the extent permitted by law, the Affiliate agree to inform each other of any crisis or emergency related to the students. Additionally, if either the University or the Affiliate determine, in good faith and in its reasonable judgment, that a program needs to be cancelled, students need to be evacuated, different program arrangements including delivery of the academic program need to be made, communications to that effect will be sent immediately to the other party. In cases where University policy is not consistent with program policy, Affiliate agrees to defer to and uphold University policy.

2.2.8 The student is a participant in an educational program, and for purposes of this Agreement, shall not be considered an employee of either the Affiliate or the University.

2.2.9 The Affiliate acknowledges and agrees that University student participation is contingent upon the nomination and support of the University. Therefore, if the University withdraws support of a student or decides to bring student(s) home, Affiliate agrees to defer to the University's decision and end its relationship with the student(s) effective on the date(s) requested by the University, unless the University specifically agrees otherwise in writing.

2.3 Faculty Exchange.

2.3.1 Each institution nominates its own faculty for participation, but final approval must be based on mutual agreement between sending and receiving institution. Further, this exchange is subject to the University and the Affiliate policies for faculty appointments.

2.3.2 The University and the Affiliate shall continue to employ their respective faculty during the period of exchange.

2.3.3 The University and the Affiliate shall assist visiting faculty with resources at their disposal to create mutually productive research and teaching opportunities. Both agree to provide visiting faculty with the students and facilities needed to teach as agreed upon including, where relevant, the requisite classroom, office, clerical support and library access needed for such an enterprise.

2.4 The University and the Affiliate agree to provide a range of services related to academic and administrative, communications and promotion and financial arrangements. (See Schedule[s] for specific details.)

3. Institutional Liability Insurance and Indemnity.

3.1 The University shall maintain (i) Commercial General Liability insurance in minimum amounts of US\$1,000,000 each claim and US\$3,000,000 each occurrence, and; (ii) Automobile Liability insurance in minimum amounts of US\$500,000 each person and US\$1,500,000 each occurrence. Upon request, the University will provide a certificate of insurance evidencing such coverage.

3.2 The University agrees to defend, hold harmless, and indemnify the Affiliate, its officers, agents, employees and representatives against all claims for loss or damage to property or injury or death to persons, including reasonable attorney's fees, arising from the negligent or wrongful acts or omissions of the University, its employees, agents, or representatives during the performance of its obligations under this Agreement. The University's liability is limited to the extent of its insurance coverage pursuant to the Minnesota State Tort Claims Act, Minn. Stat. § 3.736.

3.3 The Affiliate shall maintain Commercial General/Public Liability insurance in minimum amounts of the equivalent of US\$1,000,000 each occurrence and US\$2,000,000 annual aggregate, and; (ii) Automobile Liability insurance in minimum amounts of the equivalent of US\$1,000,000 each occurrence. Upon request, the Affiliate will provide a certificate of insurance evidencing such coverage.

3.4 The Affiliate agrees to defend, hold harmless, and indemnify the Regents of the University of Minnesota, its officers, agents, employees, and representatives against all claims for loss or damage to property or injury or death to persons, including reasonable attorney's fees, arising from the negligent or wrongful acts or omissions of the Affiliate, its employees, agents, or representatives, during the performance of its obligations under this Agreement.

4. Other Terms.

4.1 The Agreement shall be effective as shown above and shall remain in effect for one (1) year, and automatically renew annually thereafter, unless terminated earlier. It may be terminated by either party upon at least six (6) months' written notice to the other party, provided that all students enrolled in the program(s) at the time of notice of termination is given shall be permitted to finish their course of study. Termination shall be without penalty. If this Agreement is terminated, neither the Affiliate nor the University shall be liable to the other for any monetary or other losses that may result other than program fees and/or late fees that may have not been paid at the time.

4.2 Neither the University nor the Affiliate shall discriminate on the basis of race, color, creed, religion, national origin, gender, age, marital status, disability, public assistance status, veteran status, sexual orientation, gender identity or gender expression in the performance of this Agreement.

4.3 Neither the University nor the Affiliate shall be responsible for any delays or failure to perform any obligation under this Agreement due to causes beyond the reasonable control of

such party, including (but not limited to) health epidemics, terrorist acts, war, insurrection, embargoes, governmental restrictions or other acts of governmental authorities beyond the control of such party. Notwithstanding the foregoing, the University and the Affiliate agree to cooperate in good faith to mitigate the effect of any such delays or failures to perform, with the goal of achieving, to the extent possible, the objectives of this Agreement.

4.4 This Agreement supersedes all other affiliation agreements relating to the subject matter of this Agreement existing between the University and the Affiliate.

4.5 Nothing in this Agreement is intended or should be construed as creating the relationship of partners, copartners, joint ventures, or an association among the parties, nor shall any party, its employees, agents, students or representatives be considered employees, agents or representatives of any other party.

4.6 It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the programs contemplated hereby, except as expressly provided in this Agreement.

5. Schedules and Amendments. Subject to the written authorization by appropriate representatives of the University and the Affiliate, Schedules and Amendments to this Agreement may be attached hereto from time to time. It is the intent of the parties that Schedules may be developed to facilitate day-to-day and year-to-year execution of the goals of the Agreement. Amendments, if any, may be developed to amend the principal terms and conditions of this Agreement. Each such Schedule and Amendment shall be in writing and executed by an authorized representative of each of the parties. To the extent any such Schedule or Amendment is not properly executed by persons authorized to do so and to the extent it conflicts or contradicts the terms herein, it shall be considered null and void.

IN WITNESS WHEREOF, each individual signing below hereby represents that they are duly authorized to execute and deliver this Agreement on behalf of their respective party.

Regents of the University of Minnesota

Recommended for approval:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved:

By: _____
Name: Meredith McQuaid
Title: Associate Vice President and Dean
of International Programs
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Rachel T.A. Croson
Title: Executive Vice President and Provost
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**SCHEDULE A
EXCHANGE PROGRAM DETAILS**