

AGREEMENT
for
FACULTY/STAFF/SCHOLAR EXCHANGE PROGRAM
between
THE UNIVERSITY OF TENNESSEE
and
[Name of Institution]

1.0 PURPOSE

The University of Tennessee on behalf of the **[Include name of College(s), if appropriate]** on its Knoxville campus (hereinafter referred to as “UT”) in the United States of America and **[Include name of College(s), if appropriate]** at **[Name of Institution]** (hereinafter referred to as “**[Name or short form of Institution, if appropriate]**”) in **[City, Country]** hereby agree upon the following terms and conditions in connection with a reciprocal faculty/staff/scholar exchange program. Both UT and **[Name or short form of Institution, if appropriate]** may be referred to individually as the “party” or collectively as the “parties”.

2.0 DEFINITIONS

- 2.1 In this agreement unless the content shall otherwise imply, “exchange” shall mean an exchange of faculty, staff and/or scholars from each university. “Exchange faculty, staff and/or scholar” shall mean a faculty member with teaching responsibilities, a staff member without teaching responsibilities and/or a scholar with research duties and without teaching responsibilities participating in the exchange implemented herein. “Home institution” shall mean the university of which an exchange faculty, staff or scholar is on the faculty or staff and “host institution” shall mean the university that has agreed to receive an exchange faculty, staff and/or scholar from the home institution.
- 2.2 Academic year in the context of UT means the academic year commencing in late August and ending in early May of the following year and in the context of **[Name or short form of Institution, if appropriate]** means the academic year beginning in **[Month, year]** and ending in **[Month, year]**.

3.0 ADMINISTRATION

Each party shall appoint an exchange coordinator to implement the terms of this exchange agreement. The coordinator will serve as the contact person on campus and will be responsible for arrangements associated with visits, including arranging for necessary approvals and acting as a resource person for the general welfare of the exchange faculty, staff and/or scholars. The coordinator of this exchange program at UT is **[Name, Title]** of **[Department, School or College]**, **[Address]** and at **[Name or short form of Institution, if appropriate]** is **[Name, Title]** of **[Department, School or College]**,

[Address]. Coordinators shall notify their counterparts should a new person be named to the position.

4.0 NUMBERS

The parties shall agree annually on the number of faculty, staff and/or scholars who will participate in this exchange program in each direction each academic year during the term of this agreement. The length of stay for any one exchange faculty, staff and/or scholar shall be negotiated between the parties prior to the commencement of the exchange and shall be subject to the host institution's applicable rules and regulations and the host country's applicable laws.

5.0 RESPONSIBILITIES OF PARTIES

- 5.1 The parties shall, for a duration to be determined on a case-to-case basis and after written agreement, invite faculty, staff and/or scholars for teaching and/or research visits. Exchange faculty members must have a sufficient command of the language of instruction, if they are invited to teach. UT will follow its then current policy regarding requirements of competency for teaching faculty members to communicate in English.
- 5.2 Each party shall pay the salaries and benefits of its own exchange faculty, staff and/or scholars participating in the exchange program. [Other terms may be substituted]
- 5.3 All travel and living expenses shall be borne by the home institution, unless otherwise stipulated by the written agreement of the parties. The host institution agrees to assist exchange faculty, staff and/or scholars in locating suitable lodging. [Other terms may be substituted]
- 5.4 The host institution shall make available to the exchange faculty, staff and/or scholars the following academic resources and support services: [Choose all that apply: office space; administrative support; library access; etc.].
- 5.5 The parties shall inform the exchange faculty, staff and/or scholars regularly about the curricular programs offered by each, and especially about research seminars, colloquia, conferences and symposia organized by each. They shall exchange documentation and publications issued from these proceedings.
- 5.6 The exchange faculty, staff and/or scholars must have medical insurance coverage for the duration of the entire exchange as required by the host institution and host country regulations. The host institution shall have no responsibility or liability for providing health care services or health care insurance for exchange faculty, staff and/or scholars.

5.7 The exchange faculty, staff and/or scholars shall be responsible for obtaining any necessary passport and visas and otherwise complying with all immigration laws and regulations of the host country. The host institution shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any visas, permits or approvals.

6.0 CONDUCT

Exchange faculty, staff and/or scholars shall be subject to the codes of conduct and policies and procedures of the host institution and the laws and regulations of the host country.

7.0 INTELLECTUAL PROPERTY

Should any faculty, staff and/or scholar collaboration result in any potential for intellectual property, the parties shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the parties. UT's then current policy on the ownership of intellectual property developed by faculty members will apply to exchange faculty, staff and scholars under this agreement.

8.0 LIABILITY INSURANCE

Each party shall maintain its own liability insurance or liability coverage in amounts deemed appropriate for its operations or as required by law. UT has liability coverage under the terms and conditions of the Tennessee Claims Commission Act. [Name or short form of Institution, if appropriate] shall provide coverage insurance for negligent acts, errors or omissions and provide protection against bodily injury or property damage claims. It is expressly understood that each party is solely responsible for its own actions and neither claims commission coverage nor insurance shall extend to protect any other party.

9.0 RELATIONSHIP OF PARTIES

In the performance of the services contemplated herein, neither party nor its employees or agents shall be considered employees, agents, partners or joint ventures of the other party; rather, the relationship between the parties shall be that of an independent contractor. The undersigned parties agree that neither party shall have control over the day-to-day operations of the academic programs contemplated herein at the other party. Each party shall control the manner, means and methods of the performance of its obligations under this agreement.

10.0 NON-ASSIGNMENT

Neither party shall have the right to assign this agreement any duty or responsibility arising hereunder without the written consent of the other party.

11.0 NON-DISCRIMINATION

The parties agree not to discriminate against any person based on race, color, national origin, religion, sex, pregnancy, marital status, sexual orientation, gender identity, age, physical or mental disability or covered veteran status in selection or consideration for participation in this exchange agreement.

12.0 GOVERNING LAW

The laws of the State of Tennessee (U.S.A.) shall govern the interpretation and application of this agreement. The parties shall consult with each other and attempt to resolve disputes or misunderstandings that arise in the administration of this agreement. In the event that informal attempts at resolution are not successful, the parties agree that all claims or actions related to, or arising out of, activities described in the agreement shall be brought only in the courts or administrative forums of the State of Tennessee.

13.0 FORCE MAJEURE

Neither party shall be liable for failure or delay in the performance of any duties under this contract when such delay or failure is due to causes beyond the party's control that could not have been avoided by the exercise of due care, including, but not limited to, acts of God; natural disasters; riots; war; epidemics; terrorist activities; government restrictions; failure of suppliers, subcontractors, or carriers; or the like. The impacted party shall give the other party notice of the failure or delay as soon as possible.

14.0 NO PAYMENT

No payment to or from UT and [Name or short form of Institution, if appropriate] for negotiating, agreeing to, signing or performing this agreement has or will be made. [Add stipulation, if appropriate]

15. 0 RENEWAL, TERMINATION AND AMENDMENT

- 15.1 This agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement.
- 15.2 This agreement shall remain in force for a period of five years from the date of the last signature.
- 15.3 This agreement shall be reviewed in its final year and may be extended by the written consent of the parties.

