

AGREEMENT
for
UNDERGRADUATE STUDENT 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 undergraduate student exchange program. Students from either institution shall be permitted to take classes, but not study for a degree, at the other institution. 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 a one-for-one exchange of students from each university, “students” shall mean full-time, non-degree students participating in the exchange implemented herein, “home institution” shall mean the university at which a student seeks a degree and intends to graduate and “host institution” shall mean the university which has agreed to receive students 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

Coordinators shall be named by each institution to serve as liaisons for implementing this agreement. All activities conducted under the auspices of this agreement must have the endorsement of the coordinators. At UT, the coordinator will be **[Name, Title]** of **[Department, School or College]** and at **[Name or short form of Institution, if appropriate]**, the coordinator will be **[Name, Title]** of **[Department, School or College]**. In addition, UT will appoint **[Name, Title]** of **[Department, School or College]** to be responsible for the administrative details of the program. At **[Name or short form of Institution, if appropriate]**, **[Name, Title]** of **[Department, School or College]** will be

responsible for the administrative details of the program. Coordinators shall notify their counterparts should a new person be named to the position.

4.0 NUMBERS

- 4.1 The parties shall agree annually on the number of students that will exchange in each direction each academic year during the term of this agreement. For the purposes of reciprocity, one student enrolling for one academic year of study is equivalent to two students enrolling for one semester. The total maximum enrollment for one student shall be limited to one academic year.
- 4.2 The parties expect a strict balance to be maintained in the number of students exchanged during each academic year. In exceptional cases, and only with the agreement of the parties, an imbalance in the number of exchanged students will be permitted in any one academic year. In this case, the party that has sent fewer students will be eligible to send additional students, equal to the deficit, in subsequent academic years as negotiated by the parties. There shall be an annual review of numbers to ensure that a balance is maintained.
- 4.3 If the number of students exchanged between the Institutions is not balanced during the last year in which the Agreement is in force, the exchange coordinators will confer with one another to determine the desirability and feasibility of renewing this Agreement for an additional five-year term, and proceed as follows:
 - a) If the Agreement is to be renewed, the terms of the renewal will include provisions to rectify the imbalance over the term of the renewal agreement.
 - b) If either Institution determines not to renew this Agreement for an additional five-year period, an addendum to this Agreement, signed by the authorized representatives of both institutions, will be made. This addendum will extend the effective term of this Agreement for two additional academic years and will stipulate that the Institution which has sent fewer exchange students than it has received will be entitled to send a number of additional students to the other Institution, equal to the difference between the number of students received and the number of students sent, as of the date the addendum is signed. Similarly, during this two-year extension, the Institution which has received fewer exchange students than it has sent will be obligated to accept a number of incoming exchange students, equal to the difference in this number, under the terms and conditions of this agreement, and will not be entitled to send any students to the other Institution under the terms of this Agreement. At the conclusion of this two-year extension, all obligations for exchange reciprocity under the terms of this Agreement will be deemed fulfilled by both Institutions.

5.0 SELECTION OF PARTICIPANTS

- 5.1 The home institution shall be responsible for recruitment, screening and recommendation of students to the host institution. Each party will send only those students who meet the admission requirements and enrollment constraints of the host institution.
- 5.2 UT agrees to submit application materials for academic year and fall semester students by [Month, date] of the previous academic year and those for spring semester students by [Month, date] of the current academic year. [Name or short form of Institution, if appropriate] agrees to submit application materials for academic year and fall semester students by April 15 of the previous academic year and those for spring semester students by October 15 of the current academic year.
- 5.3 Typically, students nominated by the home institution and who meet minimum admission requirements of the host institution will be accepted for participation in the exchange. However, the host institution shall have final authority on admission decisions. The following guidelines apply to all exchange students:
- a) Students must be in good standing (financial, academic and student conduct) at their home institution.
 - b) Students must be enrolled at the home institution at the time of application and throughout the exchange.
 - c) Students must apply to the host institution as a full-time, non-degree undergraduate student. For UT, international students must complete the Application form for International Exchange Students, International Exchange Student Financial Statement Form, provide proof of English ability and a transcript/academic history. For [Name or short form of Institution, if appropriate], students must _____.
 - d) UT students must achieve sophomore standing and earn 15 credit hours at UT prior to commencement of the exchange and [Name or short form of Institution, if appropriate] students must achieve [Classification] standing prior to commencement of the exchange. [If applicable]
 - e) Students must be proficient in the language of instruction at the host institution in order to participate in the exchange. The language of instruction at UT is English and at [Name or short form of Institution, if appropriate] is [Language]. A non-native English-speaking exchange student studying at UT must demonstrate English proficiency, either as outlined by UT general admission policy or by presenting a language proficiency statement from a university/college professor stating that the student's English level is sufficient to study at UT alongside native English speakers.
 - f) Eligibility for participation in this exchange will be determined without regard to race, color, national origin, religion, sex, pregnancy, marital status, sexual orientation, gender identity, age, physical or mental disability, genetic information, veteran status and parental status.

- g) Students are subject to standard rules, regulations and enrollment constraints, including course restrictions and prerequisites, of the host institution in the selection of coursework.
 - h) At UT, the following disciplines are closed to exchange students: law, architecture, interior design, and nursing. Enrollment in lower and upper level courses is highly limited and exchange students may not be able to register for them in the following disciplines: psychology, public relations, and advertising. At [Name or short form of Institution, if appropriate], the following disciplines are closed to exchange students. [If applicable] The disciplines that are closed or restricted for exchange students may change during this agreement. Coordinators shall notify their counterparts of any changes.
 - i) Upon completion of the study period at the host institution, students must return to their home institution. Any extension of stay under the terms of this agreement must be approved by both parties.
- 5.4 The host institution shall notify the home institution in writing of acceptance or rejection of applicants.
- 5.5 The home institution shall notify each student of the admission decision.

6.0 RESPONSIBILITIES OF PARTIES

- 6.1 The host institution shall regularly share with the home institution information and material about requirements for exchange students, academic offerings and course details, including structure, credit ratings and levels and grading systems necessary to determine the academic credit to be granted for individual courses completed at the host institution.
- 6.2 The home institution shall provide academic advising to outgoing students to ensure that courses taken at the host institution are acceptable to the home institution.
- 6.3 The home institution shall decide how many credit units students may actually receive on courses taken at the host institution.
- 6.4 The home institution shall provide orientation for outgoing students.
- 6.5 The host institution shall provide on-site orientation, registration assistance and advisory services for incoming students.
- 6.6 UT shall place students into double occupancy on-campus student residence. [Name or short form of Institution, if appropriate] shall

- 6.7 The host institution shall enroll incoming students as full-time, non-degree students for one or two semesters. At UT, students are considered full-time when enrolled in 12 credit hours. The students or home institutions may have to pay for additional credit hours, depending upon UT fee charges at the time of enrollment. At [Name or short form of Institution, if appropriate], students are considered full-time when enrolled in [Number or range] credit hours.
- 6.8 In the event of an emergency, the host institution shall notify the home institution as soon as it becomes aware of such situation.
- 6.9 At the completion of the designated exchange period, the host institution shall send to the home institution an official transcript for each exchange student. At UTK, students can expect to receive their final official transcripts by late January/early February for fall, and late May/early June for spring. At [host institution], students can expect to receive their final official transcripts by [] for fall, and [] for spring.
- 6.10 The parties agree that students at the host institution shall have all the rights, privileges and responsibilities enjoyed by other students on that campus.
- 6.11 Each institution shall comply with all applicable laws and regulations.

7.0 FINANCES AND SERVICES

- 7.1 **Students shall register/enroll and pay tuition and any other compulsory fees at the home institution.** They will be exempted from paying such tuition and fees at the host institution. Students shall be responsible for the following:
- a) Accommodation (including application fee and deposit), meals and all travel expenses
 - b) Transportation to and from the host institution
 - c) Textbooks, clothing and personal expenses
 - d) Medical insurance and medical expenses not covered by insurance. Medical insurance must comply with current regulations at the time of enrollment at the host institution. Participating students must comply with all health regulations as established and in force at the time of their enrollment and participation in the exchange.
 - e) Passport and visa costs
 - f) Financial certification acceptable to the host institution
 - g) Additional course fees (At UT, this includes special course fees for select disciplines and engineering fees.) Students may be required to pay per credit for enrollment in any credit hours beyond full-time status (12 hours).
 - h) All other debts and costs incurred during the course of the exchange
 - i) If a student voluntarily withdraws after the date for full tuition refund from the host institution or is dismissed for disciplinary reasons at any time after commencement of the exchange, the home institution shall not be allowed to

substitute another student or add an additional student in future academic years. Any refund for housing, meal plans or other fees shall be determined by the host institution policies as applied to all other withdrawing students.

[or]

7.1 Students shall register/enroll and pay tuition, lodging and any other compulsory fees at the home institution. They will be exempted from paying such tuition, lodging and fees at the host institution. Students shall be responsible for the following:

- a) Meals and all travel expenses
- b) Transportation to and from the host institution
- c) Textbooks, clothing and personal expenses
- d) Medical insurance and medical expenses not covered by insurance. Medical insurance must comply with current regulations at the time of enrollment at the host institution. Participating students must comply with all health regulations as established and in force at the time of their enrollment and participation in the exchange.
- e) Passport and visa costs
- f) Financial certification acceptable to the host institution
- g) Additional course fees (At UT, this includes special course fees for select disciplines and engineering fees.) Students may be required to pay per credit for enrollment in any credit hours beyond full-time status (12 hours).
- h) All other debts and costs incurred during the course of the exchange
- i) If a student voluntarily withdraws after the date for full tuition refund from the host institution or is dismissed for disciplinary reasons at any time after commencement of the exchange, the home institution shall not be allowed to substitute another student or add an additional student in future academic years. Any refund for housing, meal plans or other fees shall be determined by the host institution policies as applied to all other withdrawing students.

[or]

7.1 Students shall register/enroll and pay tuition, lodging, meals and any other compulsory fees at the home institution. They will be exempted from paying such tuition, lodging, meals and fees at the host institution. Students shall be responsible for the following:

- a) All travel expenses
- b) Transportation to and from the host institution
- c) Textbooks, clothing and personal expenses
- d) Medical insurance and medical expenses not covered by insurance. Medical insurance must comply with current regulations at the time of enrollment at the host institution. Participating students must comply with all health

regulations as established and in force at the time of their enrollment and participation in the exchange.

- e) Passport and visa costs
 - f) Financial certification acceptable to the host institution
 - g) Additional course fees (At UT, this includes special course fees for select disciplines and engineering fees.) Students may be required to pay per credit for enrollment in any credit hours beyond full-time status (12 hours).
 - h) All other debts and costs incurred during the course of the exchange
 - i) If a student voluntarily withdraws after the date for full tuition refund from the host institution or is dismissed for disciplinary reasons at any time after commencement of the exchange, the home institution shall not be allowed to substitute another student or add an additional student in future academic years. Any refund for housing, meal plans or other fees shall be determined by the host institution policies as applied to all other withdrawing students.
- 7.2 Students enrolled at UT may wish to use Title IV Student Financial Aid funds (Federal Pell Grant, Federal Supplemental Educational Opportunity Grant, Federal Perkins Loan, Federal Stafford Student Loan, and/or Federal PLUS) to help defray the cost of attendance during their transient term. UT will consider the students enrolled in an eligible program of study and will award and disburse all Title IV Student Financial Aid funds. UT will also handle any refunds, and/or repayments of Title IV Student Financial Aid funds, resulting from the student's withdrawal from classes, according to established policies. In compliance with Title IV federal regulation 34 CFR 668.5:
- a) UT agrees to accept credit for the course work provided under this agreement as per federal regulations governing Title IV student assistance programs
 - b) UT agrees to follow the guidelines of The Family Educational Rights and Privacy Act (20 USC 1232g).
 - c) [Host Institution] agrees not to award any Title IV Student Financial Aid funds to UT students.
 - d) [Host Institution] agrees to notify the Center for International Education at UT immediately if a student withdraws from the program or otherwise fails to make satisfactory progress toward completion of the coursework.
- 7.3 The home institution shall notify its participating students of requirements for visas and passports. The host institution shall provide documents needed for obtaining appropriate visas, permits or approvals, but shall not have any responsibility to assure their granting. Students shall be responsible to comply with all immigration laws and regulations of the host country.
- 7.4 Students are required to follow the host institution's health/medical insurance policies during the exchange.

8.0 ACADEMIC AND DISCIPLINARY CONDUCT

- 8.1 Students shall respect the academic requirements of both institutions and be subject to the social and academic codes of conduct and policies and procedures of the host institution.
- 8.2 The host institution reserves the right to require the withdrawal of any student whose academic standing or conduct warrants such action and this also shall be considered as a completed exchange from the party concerned. The host institution shall consult with the home institution before finalizing such action. The parties agree that there will be no replacement for students who do not complete an exchange.

9.0 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.

10.0 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.

11.0 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.

12.0 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.

13.0 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.

14.0 IRAN DIVESTMENT ACT

[Host Institution] certifies, under penalty of perjury, that to the best of its knowledge and belief [Host Institution] is not on the list created pursuant to Tenn. Code Ann. § 12-12-106. [Host Institution] further certifies that it shall not utilize any subcontractor that is on the list created pursuant to Tenn. Code Ann. § 12-12-106.

15.0 GENERAL DATA PROTECTION REGULATION (GDPR)

The University of Tennessee is subject to the European Union’s General Data Privacy Regulation [Regulation (EU) 2016/679] (the “GDPR”) when the University is a “controller” or “processor” of “personal data” from an individual “data subject” located in the European Union, as those terms are defined in the GDPR. The Host Institutions acknowledges and agrees that it is acting as a “processor” of “personal data” for the University under this Agreement and that all applicable requirements of the GDPR are incorporated by reference as material terms of this Agreement. The Host Institutions represents and warrants that (1) it is aware of and understands its compliance obligations as a “processor” under GDPR; (2) it has adopted a GDPR compliance policy/program, a copy of which has been provided to the University; (3) it will process “personal data” only in accordance with the University’s instructions; and (4) with regard to its obligations under this Agreement, it shall comply with all applicable requirements of the GDPR to the same extent as required for the University. Additionally, the Host Institutions shall indemnify and hold the University, its trustees, officers, and employees harmless from and against any claims, demands, suits, damages, penalties, fines, or costs arising from any violation of GDPR by the Host Institution.

16.0 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.

17.0 NO PAYMENT

