

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

1.0 PURPOSE

The University of Tennessee on behalf of its [Include name of College(s), if appropriate] on the Knoxville campus (hereinafter referred to as “UTK”) 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 and a faculty/staff/scholar exchange program. Both UTK 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 or an exchange of faculty, staff and/or scholars from each university. “Students” shall mean full-time, non-degree students participating in the exchange implemented herein. “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 at which a student seeks a degree and intends to graduate or an exchange faculty, staff or scholar is on the faculty or staff. “Host institution” shall mean the university that has agreed to receive a student or an exchange faculty, staff and/or scholar from the home institution.
- 2.2 Academic year in the context of UTK 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

- 3.1 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 UTK, 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].

- 3.2 UTK will appoint [Name, Title] of [Department, School or College] to be responsible for the administrative details of the undergraduate student exchange 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 undergraduate student exchange program. Coordinators shall notify their counterparts should a new person be named to a position.

4.0 UNDERGRADUATE STUDENT EXCHANGE

4.1.0 Numbers

- 4.1.1 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.
- 4.1.2 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.

4.2.0 Selection of Participants

- 4.2.1 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.
- 4.2.2 UTK 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.

- 4.2.3 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 UTK, 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) UTK students must achieve sophomore standing and earn 15 credit hours at UTK 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 UTK is English and at [Name or short form of Institution, if appropriate] is [Language]. A non-native English-speaking exchange student studying at UTK must demonstrate English proficiency, either as outlined by UTK 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 UTK alongside native English speakers.
 - f) Students are subject to standard rules, regulations and enrollment constraints, including course restrictions and prerequisites, of the host institution in the selection of coursework.
 - g) 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.
- 4.2.4 The host institution shall notify the home institution in writing of acceptance or rejection of applicants.
- 4.2.5 The home institution shall notify each student of the admission decision.

4.3.0 Responsibilities of Parties

- 4.3.1 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.

- 4.3.2 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.
- 4.3.3 The home institution shall decide how many credit units students may actually receive on courses taken at the host institution.
- 4.3.4 The home institution shall provide orientation for outgoing students.
- 4.3.5 The host institution shall provide on-site orientation, registration assistance and advisory services for incoming students.
- 4.3.6 UTK shall place students into on-campus student residence. [Name or short form of Institution, if appropriate] shall _____.
- 4.3.7 The host institution shall enroll incoming students as full-time, non-degree students for one or two semesters. At UTK, 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 UTK 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.
- 4.3.8 In the event of an emergency, the host institution shall notify the home institution as soon as it becomes aware of such situation.
- 4.3.9 At the completion of the designated exchange period, the host institution shall send to the home institution an official transcript for each exchange student.
- 4.3.10 The parties agree that students at the host institution shall have all the rights, privileges and responsibilities enjoyed by other students on that campus.
- 4.3.11 Each institution shall comply with all applicable laws and regulations.

4.4.0 Finances and Services

- 4.4.1 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
 - e) Passport and visa costs
 - f) Financial certification acceptable to the host institution

- g) Non-compulsory incidental fees (At UTK, this includes special course fees for select disciplines and engineering fees.)
- 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]

4.4.1 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
- e) Passport and visa costs
- f) Financial certification acceptable to the host institution
- g) Non-compulsory incidental fees (At UTK, this includes special course fees for select disciplines and engineering fees.)
- 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]

4.4.1 Students shall register/enroll and pay tuition, room and board and any other compulsory fees at the home institution. They will be exempted from paying such tuition, room and board 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
- e) Passport and visa costs
- f) Financial certification acceptable to the host institution

- g) Non-compulsory incidental fees (At UTK, this includes special course fees for select disciplines and engineering fees.)
 - 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.
- 4.4.2 The home institution shall notify its participating students of requirements for visas and passports. The host institution shall provide documents needed for granting of 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.
- 4.4.3 Students are required to follow the host institution's health/medical insurance policies during the exchange.

4.5.0 Academic and Disciplinary Conduct

- 4.5.1 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.
- 4.5.2 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.

5.0 FACULTY/STAFF/SCHOLAR EXCHANGE

5.1.0 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.

5.2.0 Responsibilities of Parties

- 5.2.1 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. UTK will follow its then current policy regarding requirements of competency for teaching faculty members to communicate in English.
- 5.2.2 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]
- 5.2.3 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]
- 5.2.4 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.].
- 5.2.5 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.
- 5.2.6 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.
- 5.2.7 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.

5.3.0 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.

5.4.0 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. UTK'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.

6.0 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. UTK 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.

7.0 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.

8.0 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.

9.0 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.

10.0 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.

11.0 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.

12.0 NO PAYMENT

No payment to or from UTK 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]

13.0 RENEWAL, TERMINATION AND AMENDMENT

- 13.1 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.
- 13.2 This agreement shall remain in force for a period of five years from the date of the last signature.
- 13.3 This agreement shall be reviewed in its final year and may be extended by the written consent of the parties.
- 13.4 This agreement may be terminated by either party giving written notice to the other party at least 30 days in advance of the stated termination date. Termination of this agreement shall not affect activities in progress pursuant to specific activity agreements, which shall continue until concluded by the parties in accordance with their terms or as otherwise agreed to by the parties in writing.
- 13.5 This agreement may be amended only by the written consent of the parties.

In witness thereof, the parties have offered their signatures hereto:

Chris Cimino
Sr. Vice Chancellor
Finance and Administration
The University of Tennessee, Knoxville

[Name of President or equivalent] Date
[Title]
[Name of Institution]