**STUDENT EXCHANGE AGREEMENT**

**BETWEEN**

**IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY**

**AND**

**NAME OF OTHER INSTITUTION**

This Student Exchange Agreement (“**Agreement**”) is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_ (“**Effective Date**”) and is between Iowa State University of Science and Technology, 1550 Beardshear Hall, Ames, IA 50011 USA (“**ISU**”) and name of other institution and address (“**UX**”).

# PURPOSE

The purpose of this Agreement is to allow qualifying students from ISU and UX to take courses at the other institution for a short period of study (“**Program**”). This Agreement also serves as an Educational Program Agreement as required by the Memorandum of Cooperation and Understanding entered into by the parties on \_\_\_\_\_\_\_\_\_\_\_.

For purposes of this Agreement, “**Home Institution**” means the institution from which the student intends to graduate and receive a degree. “**Host Institution**” means the institution at which the student will take courses for a short period of study. “**Exchange Student**” means a student participating in the Program.

# PROGRAM COORDINATORS; COMMUNICATION

The Program Coordinator for each institution shall be:

For ISU: name and contact information

For UX: name and contact information

The Program Coordinators shall assist, or shall arrange for others to assist, Exchange Students with academic and cultural issues while at the Program Coordinator’s institution. Each party shall communicate in a timely manner with the other party’s Program Coordinator regarding matters relating to this Program, including but not limited to any student emergency, disciplinary problem or academic problem. In the event of a natural disaster, civil disturbance or other health or safety crisis that may impact ISU students participating the Program, UX shall inform the Program Coordinator and ISU’s Office of Risk Management at 001-515-294-7700.

# TERM AND TERMINATION

The term of this Agreement shall begin on the Effective Date and shall continue for a period of five years. Either party may terminate this Agreement by giving not less than 90 days prior notice to the other party. Early termination of the Agreement will not alter the responsibility of the parties to carry out the terms of the Agreement with respect to any students who are participating in the Program at the time notice of termination is provided.

# PROGRAM REQUIREMENTS

## Academic Year

The academic calendar at ISU is from August to December (Semester 1) and January to May (Semester 2). The academic calendar at UX is from month to month (Semester 1) and month to month (Semester 2). One semester of study at ISU is equivalent to one semester of study at UX. Exchange Students may enroll at the Host Institution for one or two semesters commencing in either semester and may enroll over two academic years provided semesters of study are consecutive. State whether Exchange Students may take courses in the summer.

## Number of Exchange Students

Each party may send up to number Exchange Students each year to the other party. One Exchange Student for one year will be equivalent to two Exchange Students for one semester. The parties shall review the Program annually for any imbalance in the number of Exchange Students and shall adjust the number of Exchange Students over the term of the Agreement to maintain a balance in the exchange. The balance must remain within five Exchange Students or the nomination of Exchange Students from one institution must be temporarily suspended until the other institution can nominate Exchange Students to reduce the imbalance to less than five.

## Selection of Exchange Students

## Each party shall nominate students to participate in the Program. Each nomiminated student must satisfy the admission and course requirements set forth in Addendum A. Each party reserves the right to change its admission and course requirements. The party shall notify the other party of any changes to its admission and course requirements.

UX shall provide a list of nominated students to ISU by insert date for Semester 1 each year and by insert date for Semester 2 each year. ISU shall provide a list of nominated students to UX by insert date for Semester 1 each year and by insert date for Semester 2 each year. The Host Institution reserves the right to make the final admission decision with respect to each student nominated to participate in the Program at its institution. ISU shall notify UX by insert date for Semester 1 and by insert date for Semester 2 each year of its admission decisions, and UX shall notify ISU by insert date for Semester 1 and by insert date for Semester 2 each year of its admission decisions.

The Home Institution shall continue to monitor the eligibility of admitted Exchange Students as they complete their studies at the Home Institution and notify the Host Institution if any admitted Exchange Student becomes ineligible to study at the Host Institution.

## Status of Exchange Students

During the Program, Exchange Students shall be deemed non-degree students of the Host Institution. Exchange Students must enroll at the Host Institution for the number of courses set forth in Addendum A. Upon completion of the Program at the Host Institution, Exchange Students must return to the Home Institution. Any academic credit earned at the Host Institution shall be transferred back to the Home Institution in accordance with procedures determined by the Home Institution.

# STUDENT SERVICES AND FINANCES

## Access to Resources

The Host Institution shall provide Exchange Students access to the same facilities and services available to other similarly-situated students at the Host Institution. The obligations of the parties set forth in this Agreement are limited to Exchange Students and do not extend to dependents.

## Housing

The Host Institution shall assist Exchange Students in locating suitable housing accommodations. Host Institution shall provide Home Institution with a description of the housing accommodation options available to Exchange Students. Neither party guarantees that housing on-campus will be available. Where Host Institution housing accommodations are available, Exchange Students must complete the relevant housing accommodation application by the Host Institution’s stipulated deadline and pay the standard rate for housing. Host Institution housing is restricted to Exchange Students only and do not extend to dependents of Exchange Students. Host Institution represents that student housing accommodations meet or exceed local standards.

## Visas

# The Host Institution will provide Exchange Students with assistance and the documents needed to apply for nonimmigrant visas for their study period at the Host Institution. Neither party guarantees the issuance of the required student visa by the host country.

## Health Insurance

ISU shall automatically enroll UX students in the Program in ISU’s Student and Scholar Health Insurance Program. UX students are responsible for paying the applicable premium and must maintain health insurance coverage as a requirement of participation in the Program. ISU shall automatically enroll ISU students in the Program in ISU’s international health insurance and emergency service coverage.

## Finances

The Program will not entail any monetary transaction between the parties. Exchange Students will be required to pay tuition to their Home Institution, which the Home Institution may retain in accordance with its regular processes. Host Institution may not charge Exchange Students tuition. Exchange Students will be responsible for timely payment for fees, special course fees, health insurance (including the Student and Scholar Health Insurance Program premium), textbooks, course materials and supplies, housing, meals, passport and visa expenses and living and miscellaneous expenses. Prior to the term of exchange, each party shall provide Exchange Students with an estimate of the expenses to be expected during the Exchange Student’s participation in the Program at that party’s institution. Expenses of dependents are the responsibility of Exchange Students.

## Institution Information

Prior to the term of exchange, each party shall provide Exchange Students with copies of or weblinks to any policies or documents that the party expects Exchange Students to abide by while participating in the Program at the party’s institution, including but not limited student handbooks, disciplinary policies and housing agreements. Each party shall also provide an on-site orientation to Exchange Students that includes information on the institution, local safety issues, and other topics mutually agreed upon by the parties.

# STUDENT CONDUCT

# Exchange Students shall be subject to applicable Host Institution policies and rules and to applicable laws and regulations issued by government entities, including those that pertain to immigration. The Host Institution reserves the right to dismiss Exchange Students for violating its policies and rules or applicable laws of the host country. Students dismissed from the Program must immediately depart the host country at their own expense. The dismissal of an Exchange Student shall not abrogate this Agreement nor the arrangements regarding other Exchange Students.

# TRANSCRIPT; STUDENT RECORDS

Within sixty days of the conclusion of an Exchange Student’s participation in the Program and to the extent permitted by law, the Host Institution will send the Home Institution an official transcript of credits and grades for the Exchange Student. Each party shall use records of Exchange Students only to the extent necessary to fulfill its obligations under this Agreement and hold such records in strict confidence. Neither institution may disclose such records except as required by this Agreement, as required by law or as otherwise authorized in writing by the Exchange Student. An institution may disclose such records to its employees with a need-to-know so long as the institution requires such employees to abide by the terms of this Agreement.

The Parties agree that all personal data will be properly collected, stored, processed, secured, archived or destroyed in compliance with Federal, State and applicable international privacy laws, such as the EU General Data Protection Regulation 2016/679 (GDPR). The Parties further agree to mutually cooperate to formalize any additional agreements regarding the transfer of personal data required by any such law.

# PROMOTION; USE OF NAMES AND TRADEMARKS

# Each party grants, for the term of this Agreement, a limited, non-exclusive, royalty-free license to use its name and designated trademark(s) (the “Trademarks”) to the other party solely for the promotion of the Program. Each time a party reproduces and/or republishes the other party’s Trademarks it shall do so in a form identical to that provided by each party, without alteration. Each party shall use the other party’s Trademarks in a careful and prudent manner. Except as otherwise set forth in this paragraph, no party shall use the other party’s Trademarks without prior written consent of the other party. The parties acknowledge by this Agreement that they acquire no right, title or interest in and to the other party’s Trademarks other than to use the Trademarks in accordance with the terms and conditions of this Agreement. A party may not assign, transfer or sublicense its right to use the other party’s Trademarks without the prior written consent of other party. Requests for consent pertaining to ISU Trademarks shall be emailed to the ISU Trademark Licensing Office at trademark@iastate.edu.

# EQUAL OPPORTUNITY

# In connection with this Agreement, neither party shall discriminate on the basis of race, color, ethnicity, national origin, religion, age, sex, pregnancy, marital status, sexual orientation, gender identity, genetic information, disability, status as a U.S. veteran or other legally protected status.

# LIABILITY

To the extent permitted by applicable law, each party to this Agreement shall be responsible for the liabilities arising out of its own conduct and the conduct of its officers, employees and agents.

# DISPUTE RESOLUTION

The parties shall make a good faith effort to obtain an amicable resolution in the event of a dispute relating to this Agreement.

# NOTICE

# Notices relating to this Agreement shall be in writing and shall be delivered by an internationally recognized carrier (e.g. Federal Express) or by e-mail to the other party at the address set forth below. Notice shall be deemed effective upon receipt.

 Notices to ISU:

Dr. Ann Marie VanDerZanden

Associate Provost for Academic Programs

1550 Beardshear
515 Morrill Rd
Ames, IA 50011-2103 USA

Email: vanderza@iastate.edu

Notices to UX:

name and contact information

# ENTIRE AGREEMENT; MODIFICATION

This Agreement (including any Addenda attached to this Agreement) is the entire contract between the parties. Unless otherwise specified in this Agreement, this Agreement supersedes all prior contracts or agreements between the parties relating to the Program. No modification of this Agreement will be effective unless it is in writing and signed by the parties.

# WAIVER

A failure to enforce provisions of this Agreement in whole or part will not negate the Agreement or constitute a waiver to subsequently enforce the provisions at a future time.

# SEVERABILITY

If a court determines a provision of this Agreement is unenforceable, the provision shall be amended to the minimum extent necessary to render it enforceable. If such amendment is not possible, then the provision shall be disregarded and the remainder of this Agreement shall remain in effect. If, however, amending or disregarding the provision deprives a party of a material benefit intended to be conferred by this Agreement, then this Agreement shall be deemed terminated.

# ASSIGNMENT

This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which shall not be unreasonably withheld.

# RELATIONSHIP OF PARTIES

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, or fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

# FORCE MAJEURE

Neither party shall be deemed in default of this Agreement or liable for damages if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its reasonable control, including but not limited to, acts or omissions of communications carriers, energy shortages or outages, strikes or labor disputes of other’s workforces, fires, floods, inclement weather, acts of God, pandemic, war, terrorism, civil disturbances, or acts of civil or military authorities.

*Remainder of this page intentionally left blank*

**SIGNATURES**

Each party represents and warrants that the person executing this Agreement on its behalf is authorized to do so. The parties consent to this Agreement being executed in any number of counterparts and delivered by electronic transmission in PDF format. The parties also consent (if applicable) to the use of electronic signatures in connection with the signing of this Agreement. The parties agree the electronic signatures shall be legally binding with the same force and effect as manually executed signatures if they are made using a technology designed for electronic signatures (*e.g.*, DocuSign).

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| **IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Ann Marie VanDerZandenAssociate Provost for Academic ProgramsOffice of the Senior Vice-President & Provost \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name of the DeanTitle\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name of the Coordinator Program Coordinator | **NAME OF OTHER INSTITUTION**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name of the DeanTitle\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name of the CoordinatorProgram Coordinator |

**ADDENDUM A**

**ISU ACADEMIC PROGRAMS PARTICIPATING IN PROGRAM** *(list the academic programs in which exchange students may take courses at ISU)*

**ISU ADMISSION REQUIREMENTS**

1. Application Documents and Fees (*list application and other documents (e.g., official transcript) that students must submit, any admission fees that must be paid, and the deadlines for submitting them)*
2. Academic Requirements *(list academic requirements for admission, such as number of semesters or years to have been completed at home institution, courses to have been completed at home institution and minimum cumulative grade point average)*
3. English Proficiency Requirement *(list any English proficiency requirement for your department or college)*
4. Financial Requirement
5. United States immigration regulations require international students to document the availability of financial resources to pay for all their educational, living, and other expenses (and those of any accompanying dependents) for the duration of their studies prior to the issuance of the Form I-20 or Form DS-2019 (formerly Form IAP-66) to obtain a visa to enter the United States.
6. Students must complete the Financial Statement for International Students (<https://www.admissions.iastate.edu/apply/pdf/intl_finstate.pdf>) and submit supporting documentation. Estimated educational and living expenses can be found on the ISU website (<https://www.admissions.iastate.edu/apply/pdf/intl_ug_estexp.pdf>).

**ISU MINIMUM AND MAXIMUM COURSES OR CREDIT HOURS** *(list any minimum and/or maximum number of courses or credit hours a UX Student may take at ISU)*

In order to comply with United States immigration regulations, UX students participating in the Program must enroll full time for each Fall and Spring semester of participation (twelve credits for undergraduate students and nine for graduate students). If UX students enroll in a summer session, UX students must enroll full time during that session (no less than six credits for undergraduate students and no less than five credits for graduate students). No more than three credits of coursework delivered at a distance (online) can count toward the full-time requirement in any one semester or session.

**UX ACADEMIC PROGRAMS PARTICIPATING IN PROGRAM** *(list the academic programs in which exchange students may take courses at UX)*

**UX ADMISSION REQUIREMENTS**

1. Application Documents and Fees (*list application and other documents (e.g., official transcript) that students must submit, any admission fees that must be paid, and the deadlines for submitting them)*
2. Academic Requirements *(list academic requirements for admission, such as number of semesters or years to have been completed at home institution, courses to have been completed at home institution and minimum cumulative grade point average)*
3. Language Proficiency Requirement *(list any language proficiency requirement for your department or college)*
4. Financial Requirement

**UX MINIMUM AND MAXIMUM COURSES OR CREDIT HOURS** *(list any minimum and/or maximum number of courses or credit hours an ISU Student may take at UX)*

**OTHER REQUIREMENTS** *(list any administrative responsibilities a party is expected to perform in connection with the Program that are not already addressed in the Agreement, such as marketing and recruitment)*