**FACILITATED TRANSFER AGREEMENT**

**BETWEEN**

**IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY**

**AND**

**NAME OF OTHER INSTITUTION**

This Facilitated Transfer 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 UX to transfer to ISU for the purpose of obtaining a \_\_\_\_\_ degree in from ISU (“**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 \_\_\_\_\_\_\_\_\_\_\_.

# PROGRAM COORDINATORS; COMMUNICATION

The Program Coordinator for each institution shall be:

For ISU: name and contact information

For UX: name and contact information

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.

# 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 earlier 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

## Selection of Participants

## UX shall nominate UX students for admission to the Program. Each year, UX shall provide a list of nominated students to ISU by insert date. Each nominated student must satisfy the admission and course requirements set forth in Addendum A. ISU reserves the right to change the admission and course requirements. ISU shall notify UX as per Section XII of this Agreement of any changes to the admission and course requirements.

ISU reserves the right to make the final admission decision with respect to each nominated student. ISU shall notify UX by insert date each year of its admission decisions.

UX will continue to monitor the eligibility of admitted students as they complete their studies at UX and notify ISU if any admitted student becomes ineligible to study at ISU.

## Degree Requirements and Conferral

The requirements for the \_\_\_\_\_\_\_\_\_\_\_\_degree from ISU are set forth in Addendum A. ISU shall award the \_\_\_\_\_\_\_\_\_ degree to UX students who successfully complete all degree requirements. ISU reserves the right to change its degree requirements. ISU shall notify the other party as per Section XII of this Agreement of any changes to its degree requirements.

# STUDENT SERVICES AND FINANCES

## Access to Resources

ISU shall provide UX students in the Program access to the same facilities and services available to other similarly-situated students at ISU. The obligations of ISU set forth in this Agreement are limited to UX students and do not extend to dependents.

## Housing

UX students in the Program are responsible for arranging their housing while attending ISU. ISU shall provide information to UX students regarding any on-campus housing opportunities. ISU does not guarantee that housing on-campus will be available. Where ISU housing accommodations are available, UX students must complete the relevant housing accommodation application by ISU’s stipulated deadline and pay the standard rate for housing. ISU housing is restricted to UX students only and do not extend to dependents of UX students. ISU represents that student housing accommodations meet or exceed local standards.

## Visas

# ISU shall provide UX students in the Program with assistance and documents needed to apply for appropriate nonimmigrant visas for their study period at ISU. ISU does not guarantee the issuance of the required student visa by the United States of America.

## 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 premiums and for maintaining health insurance throughout their participation in the Program.

## Finances

UX students in the Program are responsible for timely payment of ISU international tuition (including the experiential learning tuition rate for certain majors and classifications) and fees, special course fees, Student and Scholar Health Insurance Program premiums, textbooks, course materials and supplies, housing, meals, passport and visa expenses and living and miscellaneous expenses. Expenses of dependents are the responsibility of UX students.

# STUDENT CONDUCT

# UX students in the Program shall be subject to applicable ISU policies and rules and to applicable laws and regulations issued by government entities, including those that pertain to immigration. ISU reserves the right to dismiss UX students for violating ISU policies and rules or applicable laws in the United States. UX students dismissed from the Program must immediately depart the United States at their own expense. The dismissal of a UX student from ISU shall not abrogate this Agreement nor the arrangements regarding other UX students.

# STUDENT RECORDS

Each party shall use records of UX 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 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**

**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>).
7. Maximum Number of UX Students

The parties estimate the number of UX students that will be admitted to the Program will be no more than \_\_ students per year.

**MINIMUM CREDIT HOURS**

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.

**ARTICULATED COURSES**

|  |  |  |  |
| --- | --- | --- | --- |
| **UX Course Number and Title** | **Credits at UX** | **ISU Course Number and Title** | **ISU Credits** |
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**ISU GRADUATION REQUIREMENTS**

1. Core Courses/Major Requirements
2. Electives or Subfields
3. Other Requirements (e.g., capstone project, thesis)

**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)*