****

**STUDENT EXCHANGE PROGRAM AGREEMENT**

**Between**

**Regents of the University of Minnesota**

**on Behalf of its**

**(“UMN”)**

**and** **(“     ”)**

 ***WITH THIS STUDENT EXCHANGE PROGRAM AGREEMENT*** (“Agreement”), effective      , UMN and      , sharing common goals of education and desiring to facilitate and enrich, through international and cultural exchange, opportunities for certain educational experiences of students of UMN and      ,

 **NOW, THEREFORE**, agree as follows:

**1. Description of Agreement.**

* 1. With this Agreement, UMN and      establish a program to provide, through international and cultural exchange, opportunities for students of the Home Institution to participate in certain educational programs offered by the Host Institution, as described further in detail on Schedule(s) attached to this Agreement.
	2. In this Agreement, “Home Institution” shall refer to the institution in which a student is formally enrolled as a degree-seeking student. “Host Institution” shall refer to the institution agreeing to receive students from the Home Institution for a pre-determined length of study on a non-degree seeking basis.

1.3 The normal length of the educational exchanges will be one semester, one academic year, or other length of time not to exceed 12 months. Upon completion of the exchange, students must return to the Home Institution. An extension of stay at the Host Institution by a student shall only be authorized by mutual agreement of the parties.

 1.4 Contact Information (may be updated from time to time on Schedule(s) attached to this Agreement).

|  |  |
| --- | --- |
| *:* |      Attn:                     Phone No.:      E-mail:       |
| *UMN:* | **University of Minnesota**     Attn:                     Phone No.:      E-mail:       |

**2. Responsibilities of the Parties.**

 2.1 UMN and      will each identify a person or persons responsible for liaison during the course of this Agreement. The persons responsible for the liaison will jointly plan for:

 a. Selection, assignment, and orientation of students;

 b. Periodic review and preparation of objectives for the instructional program; and

 c. Evaluation of student performance.

 2.2 In the event of either UMN or      being unable to identify a student for exchange within reasonable time, it is agreed that discussions may take place regarding the possibility of a staggered exchange. (In this context, “staggered” signifies an exchange which will not take place concurrently.)

 2.3 The Home Institution shall acknowledge the academic achievements of the students at the Host Institution, based on the number of credits completed and/or total hours of academic work involved, as mutually agreed between the two (2) institutions.

 2.4 UMN and      agree to take all reasonable action required to ensure the integration of the exchange students in the academic environment at the Host Institution including pre-departure and arrival orientations.

 2.5 UMN and      have authority to withdraw, suspend or terminate a student for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the students. UMN and      liaisons will consult with each other before suspending a student, except where consultation is not reasonably possible under the circumstances.

 2.6 To the extent permitted by law, UMN and      agree to inform each other of any specific issues related to the student (i.e., documented disability unless the student discloses, disciplinary action, etc.) as early in the acceptance process as possible to allow for the appropriate advising and counseling of the student regarding the program selected and to facilitate making arrangements on site when possible.

 2.7 To the extent permitted by law, UMN and agree to inform each other of any crisis or emergency related to the students. Additionally, if either UMN or      determines, in good faith and in its reasonable judgment, that a program needs to be cancelled, students need to be evacuated, different program arrangements including delivery of the academic program need to be made, communications to that effect will be sent immediately to the other party. In cases where Host Institution policy is not consistent with Home Institution program policy, the Host Institution agrees to defer to and uphold Home Institution policy but only after the parties cannot reach a mutual agreement after discussion/consultation between the parties.

 2.8      and UMNacknowledge and agree that student participation is contingent upon the nomination and support of the Home Institution. Therefore, if the Home Institution withdraws support of a student or decides to bring student(s) home, the Host Institutionagrees to defer to the Home Institution’s decision and end its relationship with the student(s) effective on the date(s) requested by the Home Institution, unless the Home Institution specifically agrees otherwise in writing.

2.9 UMN and      may agree to provide a range of services related to academic and administrative, communications and promotion and financial arrangements with respect to the programs as set forth in Schedule(s) to this Agreement.

2.10 Other responsibilities are set forth in Schedule A and any subsequent schedules attached to this Agreement.

**3. Institutional Liability Insurance and Indemnity.**

3.1 UMN shall maintain (i) Commercial General Liability insurance in minimum amounts of US$1,000,000 each claim and US$3,000,000 each occurrence, and; (ii) Automobile Liability insurance in minimum amounts of US$500,000 each person and US$1,500,000 each occurrence. Upon request, UMN will provide a certificate of insurance evidencing such coverage.

 3.2 UMN agrees to defend, hold harmless, and indemnify      , its officers, agents, employees and representatives against all claims for loss or damage to property or injury or death to persons, including reasonable attorney’s fees, arising from the negligent or wrongful acts or omissions of UMN, its employees, agents, or representatives during the performance of its obligations under this Agreement. UMN’s liability is limited to the extent pursuant to the Minnesota State Tort Claims Act, Minn. Stat. § 3.736.

 3.3      shall maintain Commercial General/Public Liability insurance in minimum amounts of the equivalent of US$1,000,000 each occurrence and US$2,000,000 annual aggregate, and; (ii) Automobile Liability insurance in minimum amounts of the equivalent of US$1,000,000 each occurrence. Upon request,      will provide a certificate of insurance evidencing such coverage. UMN will be included as an additional insured for General Liability and Automobile Liability.

 3.4      agrees to defend, hold harmless, and indemnify the UMN , its regents, officers, agents, employees, and representatives against all claims for loss or damage to property or injury or death to persons, including reasonable attorney’s fees, arising from the negligent or wrongful acts or omissions of the      , its employees, agents, or representatives, during the performance of its obligations under this Agreement.

**4. Other Terms.**

 4.1. The Agreement shall be effective as shown above and shall remain in effect for one (1) year, and automatically renew annually thereafter, unless terminated earlier. It may be terminated by either party upon at least six (6) months’ written notice to the other party, provided that all students enrolled in the program(s) at the time of notice of termination is given shall be permitted to finish their course of study. If this Agreement is terminated, neither party shall be liable to the other for any monetary or other losses that may result other than program fees and/or late fees that may have not been paid at the time.

 4.2. Neither partyshall discriminate on the basis of race, color, creed, religion, national origin, gender, age, marital status, disability, public assistance status, veteran status, sexual orientation, gender identity or gender expression in the performance of this Agreement.

4.3 Neither partyshall be responsible for any delays or failure to perform any obligation under this Agreement due to causes beyond the reasonable control of such party, including (but not limited to) health epidemics, terrorist acts, war, insurrection, embargoes, governmental restrictions or other acts of governmental authorities beyond the control of such party. Notwithstanding the foregoing, UMN and agree to cooperate in good faith to mitigate the effect of any such delays or failures to perform, with the goal of achieving, to the extent possible, the objectives of this Agreement.

 4.4 This Agreement constitutes the entire agreement between UMN and      regarding the subject matter hereof. This Agreement supersedes all other agreements relating to the subject matter of this Agreement existing between UMN and      .

 4.5 Nothing in this Agreement is intended or should be construed as creating the relationship of partners, copartners, joint ventures, or an association among the parties, nor shall any party, its employees, agents, students or representatives be considered employees, agents or representatives of the other party.

4.6 It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the programs contemplated hereby, except as expressly provided in this Agreement.

4.7 This Agreement does not obligate either party to conduct business exclusively with the other party and the parties, at their option, may enter into similar agreements with other entities.

4.8 Neither party may assign any part of this Agreement without the other party’s express prior written consent.

4.9 (a) The parties may publicize the existence of this Agreement. Both parties may use the name of the other in its printed and electronic publications and in other pertinent materials relating to the programs contemplated hereby. The Home Institution may include the name of the Host Institution on its website to notify the Home Institution's students of the academic programs offered by the Host Institution.

(b) Except as provided in subsection 4.9(a) above, neither party shall use the name, logo, or other marks (including, but not limited to, colors and music) owned by or associated with the other or the name of any representative of the other in any sales promotion work or advertising, or any form of publicity, without the written permission of the other party. Permission from UMN must be obtained from UMN’s Office of University Relations in each instance.

4.10 Both parties shall cooperate with the other party to assist in compliance with applicable data privacy laws.

**5. Schedules and Amendments.** Subject to the written authorization by appropriate representatives of UMN and      , Schedules and amendments to this Agreement may be attached hereto from time to time. It is the intent of the parties that Schedules may be developed to facilitate day to day and year to year execution of the goals of the Agreement. Amendments, if any, may be developed to amend the principal terms and conditions of this Agreement. Each such Schedule and amendment shall be in writing and executed by an authorized representative of each of the parties.

 **IN WITNESS WHEREOF**, each party represents that the individuals signing below on its behalf are duly authorized to execute and deliver this Agreement on behalf of their respective party.

|  |  |
| --- | --- |
| **Regents of the University of Minnesota*****Recommended for approval:***By: Name:      Title:      Date:  | By: Name:      Title:      Date:  |
| By: Name:      Title:      Date:  | By: Name:      Title:      Date:  |

|  |  |
| --- | --- |
| ***Approved:***By: Name: Harvey CharlesTitle: Vice Provost for International Programs and Senior International OfficerDate:  | By: Name:      Title:      Date:  |
| By: Name: Rachel T.A. CrosonTitle: Executive Vice President and ProvostDate:  | By: Name:      Title:      Date:  |

**SCHEDULE A**

**EXCHANGE PROGRAM DETAILS**