STUDENT EXCHANGE AGREEMENT

between

Lancaster University

and

Partner University

In recognition of the continuing relationship between Lancaster University, hereafter referred to as "LU", and Partner University , referred to as "XX", and the parties' mutual desire for continued collaboration, the two universities named above agree to renew a student exchange programme for the educational and cultural enrichment of both parties.

This Agreement will become effective on the last date of signature. Unless earlier terminated in accordance with the Termination clause below, this Agreement will terminate five years from the last date of signature.

1. Objective

This Agreement is made between LU and Partner University to facilitate reciprocal student exchanges between the institutions. The aim is to maintain equal numbers, although it should be recognised that within any one year equality may not be absolute. A balance should be achieved at the end of a three-year period.

2. Definitions

2.1 **'Home University'** shall mean the university where the student is originally enrolled and intends to graduate, or where faculty/staff are normally employed.

2.2 **'Host University'** shall mean the university where the student is temporarily enrolled as an Exchange Student or where faculty and staff have short-term, visiting status.

2.3 **'Exchange Student'** shall mean Home University student studying at the Host University under the condition of reciprocal waivers of tuition, application and registration fees (refer to Article 5 below).

3. Exchange Programme

3.1 Subject to the requirements of this Agreement, beginning in the academic year [2014/15], LU and Partner University agree to exchange students each academic year. Partner University and LU will agree on the number of Exchange Students to be exchanged in any one academic year up to a maximum of [insert number] semester places each year.

3.2 The parties will inform each other of the names of candidates planning to begin their studies in the following semester by 31 March for October start and 30 September for January start each year

3.3 Where there are unequal numbers of Exchange Students at either university during any one academic year, the number of Exchange Students at each university shall be adjusted to achieve overall parity in the following year(s), aiming to balance numbers over three years. In the event of the termination of this Agreement, the parties will attempt to adjust any imbalance in numbers at the end of the agreement term by having the university that has sent the greater number of Exchange Students providing sufficient exchange placements in any remaining semester(s) to remedy, as much as is practicable, the imbalance in numbers of Exchange Students exchanged.

3.4 The obligations of the two institutions under this agreement are limited to exchange students only and do not extend to spouses and dependents.

4. Application, Registration and Academic Requirements

4.1 Selection of candidates will be made by the Home University. Exchange Students will be in good academic standing. Exchange Students must be currently registered at the Home University at the time of application.

4.2 Any exchange student whose first language is not English will be required to demonstrate they have sufficient language proficiency to fulfill the host university's admissions requirements. At Lancaster University, this is the equivalent of IELTS 6.5.

4.3 Nominated students must have successfully completed at least one year of continuous study at their Home University before the proposed exchange.

4.4 The Host University has the right to decline to accept, or to withdraw from the programme at any time, Exchange Students it determines are not in good

financial or academic standing. The Host University will advise the Home University of any such withdrawal from the programme.

4.5 Neither the Home University nor the Host University will exclude students from participation in the exchange on the grounds of age, disability, gender, race, religion/belief, marital status or sexual orientation.

4.6 Exchange Students at the Host University will have all the rights and privileges enjoyed by other Students on that campus. The academic requirements of both institutions will be respected and applicable policies covering matters of academic responsibility and discipline will be made available to the Exchange students.

4.7 Exchange Students from the Home University will complete any required application and registration forms of the Host University. Both institutions will send all the necessary forms and information to the Home University well in advance and will notify the Home University of the progress of the Exchange Students' application and registration materials.

4.8 Exchange Students are expected to maintain full-time enrolment and to follow the academic regulations, codes of conduct, policies and procedures of the Host University while participating in the exchange programme. Each party reserves the right to withdraw from its facilities any student whose conduct or work is not in accordance with the policies and procedures of the institution or is detrimental to others or who has been found to have violated the law of the host country.

4.9 Exchange Students at the Host University will have an advisor who will serve as their primary point of contact.

4.10 Each party shall provide an orientation session for Exchange students on arrival.

4.11 Exchange Students will be enrolled in appropriate level courses at the Host University on a full time basis.

Courses available at LU to exchange students can be found at www.lancaster.ac.uk/study/international-students/study-abroad/incoming/study-abroad-handbook/.

Course placement is not guaranteed, but where possible the International Offices of each institution will work with departments to enroll exchange student in courses needed for graduation, subject to satisfactory completion of application/registration materials.

4.12 Exchange Students may study on the Host University's campus for one or two semesters. Students on exchange will continue as candidates for degrees at their Home University.

4.13 Assessment: No special assessments or examinations will be set; Exchange Students will be assessed on their courses in the same manner as other Exchange Students at the Host University with the exception of students attending Lancaster University for the Michaelmas term only. These students will be set end of term assessments as they will not be present for the Summer exams.

4.14 Both institutions will provide an official transcript of record regarding the student's academic performance during the exchange period, to be sent directly to the Home University within a period of two months, subject to Section 8 of this Agreement.

4.15 Any academic credit earned at the Host Institution shall be transferred to the Home Institution in accordance with procedures determined by the latter.

5. Programme Costs

5.1 Exchange Students will register and pay any tuition and other fees to their Home University.

5.2 Both universities agree that the following expenses shall be the responsibility of the enrolling Exchange Students: research materials, certain resource fees based on the choice of courses such as lab fees, international and domestic travel, accommodation, food medical insurance and/or medical expenses, insurances covering travel and personal liabilities incurred while not on the university campus, vacation expenses, books, stationery, clothing, food and all other personal costs, as well as passport and visa costs and all debts incurred during the course of the exchange.

5.3 Room and board are not included as part of the exchange programme, but the Host University will assist Exchange Students in finding appropriate accommodation, including, but not limited to, university housing.

5.4 The Host University will notify the Home University of any additional costs that are likely to be incurred and are the responsibility of the Exchange Student, such as activity fees, resource fees, application fee(s), or non-resident registration.

5.5 Students will be responsible for obtaining any visa required to study at the Host University. The Host University will make all reasonable efforts to provide any necessary documentation for this purpose.

6. Ongoing Support

The Host University will undertake to provide appropriate support services to the Exchange Students, including any emergency circumstances that may arise.

7. Confidentiality of Student Records

7.1 XX will secure a release from its students participating in an exchange, authorising XX to provide information protected from disclosure under the Family Educational Rights and Privacy Act to LU for purposes of this exchange XX solely for the purposes of this Agreement. XX shall not disclose such information unless such disclosure is made consistent with the Family Educational Rights and Privacy Act.

[Alternative 7.1]

Each party shall preserve the confidentiality of any information (whether in written, oral or electronic form) disclosed to it by the other party where the other party has identified such information as being confidential, or where it would be reasonable to expect that confidentiality should attach to such information.

7.2 The Host University will provide the Home University with transcripts and documentation regarding the Exchange Students' academic performance during the exchange year; [provided, however, that under state and U.S. federal laws protecting the privacy of student education records, XX may not disclose education records of a student enrolled as an Exchange Student without the Exchange Student's permission. Therefore, it is the LU Exchange Student's responsibility to request a transcript at XX before returning home.]

8. Force Majeure

8.1 Each party reserves the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Agreement which suspension shall take effect immediately after notification has been given to the other party.

8.2 Notwithstanding sub-clause 8.1, should any other event occur which hinders or restricts the implementation of this Agreement, the parties shall use their best endeavor to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

9. Dispute Resolution

9.1 Any dispute arising out of or in connection with this Agreement will, in the first instance, be referred to the Head of International Recruitment and Mobility at Lancaster University and Y at partner university for discussion and resolution within 10 Working Days after the date on which it is so referred. If the dispute is not resolved within such 10 Working Day period the dispute will be referred to Lancaster's University Secretary and Z at partner university who will attempt to resolve the dispute as soon as possible and, in any event, within 10 Working Days after the date on which the matter is referred to them. Either party may propose that structured negotiations are entered into with the assistance of a mediator, appointed by the Centre for Dispute Resolution ("CEDR") in London, prior to resorting to litigation.

9.2 Unless otherwise agreed, the costs of the mediator will be borne equally between the parties.

10. Termination

This Agreement may be terminated at any time by mutual consent of the parties in writing, or by either party with 180 days' written notice to the other party. Exchange Students or faculty actively participating in the programme at the time of termination may continue through to the conclusion of the exchange period in progress at the time of termination under the terms and conditions of this Agreement at the time of the termination.

11. Insurance

11.1 It is the responsibility of Exchange Students to ensure that they have health and travel insurance, as well as insurance for their personal belongings.

At LU, exchange students studying for longer than 6 months are covered by the National Health Service. Students studying for less than 6 months will need to ensure that they have private health insurance prior to arrival in the UK.

11.2 Both institutions shall for the duration of this Agreement maintain appropriate public liability insurance.

11.3 Each party shall indemnify and keep indemnified the other from and against all claims, actions, liabilities, demands, costs, losses, damages and expenses, including reasonable legal expenses of whatever nature, arising directly or indirectly from any negligent act or omission from the exercise of their rights or obligations under this Agreement, or from any other loss which may arise from and as a result of any breach of the terms of this Agreement by either party, its officers, employees, agents, contractors and consultants.

12. Notices

Any notices that may be required under this Agreement shall be sent to the individuals identified in this section.

For Lancaster University:
Name: Jane Atkinson
Title: Deputy Director, International Office
Address: Lancaster University
Lancaster LA1 4YW
UK

Tel: +44 1524 594530
Fax: +44 1524 593907
Email: j.i.atkinson@lancaster.ac.uk

For partner university:
Name:
Title:
Address:

Tel:
Fax:
Email:

13. No Third Party Beneficiaries

LU and XX are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing

and signed by both parties. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. LU and XX, by the signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

On behalf of Lancaster University

_____

Professor Steve Bradley
Pro Vice Chancellor(International)

Date _____

On behalf of Partner University

_____

[name of signatory]
[title of signatory]

Date _____