DATED

March 25, 2015

CARDIFF UNIVERSITY

and

UNIVERSITY OF RHODE ISLAND

EXCHANGE AGREEMENT
This Agreement is made on the date set out on the first page between Cardiff University, an educational establishment with administrative offices at 30-36 Newport Road, Cardiff CF24 0DE ("Cardiff"); and University of Rhode Island of Kingston, RI 02881, USA ("URI").

1. Background

1.1 Cardiff and URI wish to establish a long-term collaborative relationship to promote cooperation within higher education and to enhance the opportunities available to students.

1.2 The parties have agreed to establish a common framework for the exchange of students between the two institutions.

1.3 The purpose of this Agreement is to set out the basis on which an exchange programme of students will operate, giving students from each institution the opportunity to study at the other.

2. Interpretation

In this Agreement the following words and expressions have the following meanings, unless the context otherwise requires:

"Confidential Information" all secret or confidential, academic, commercial, financial and technical information, intellectual property, computer software, or student records and information, and any other information in any form or medium, whether disclosed orally or in writing, together with all reproductions in any form or medium, and any part(s) of it;

"Exchange Programme" the agreed exchange of students between Cardiff and URI;

"Exchange Students" registered students of either institution who are participating in the Exchange Programme;

"Force Majeure" any event outside the reasonable control of either party affecting its ability to perform any of its obligations under this Agreement;

"Home Institution" the institution at which the Exchange Students are ordinarily based;

"Host Institution" the institution at which the Exchange Student will study, teach or carry out research during their participation in the Exchange Programme;

"Intellectual Property" all inventions, patents, trade marks, registered designs and any pending applications for any of the foregoing, unregistered design rights arising at common law, design rights, copyrights (including future copyrights), database rights, know-how, trade secrets, Confidential Information and any other intellectual property rights whatsoever and wheresoever subsisting;
3. **Annual review**

3.1 *Cardiff* and URI will co-operate on an annual basis to review the overall operation of the Exchange Programme.

3.2 The administrative arrangements for the Exchange Programme are outlined in Schedule 1. The parties will review Schedule 1 on an annual basis to ensure that it remains up to date. In particular, both parties will agree to the following elements of the Exchange Programme annually and in writing:

   (a) the number of students to be exchanged;
   
   (b) the academic programme(s) involved; and
   
   (c) the period of the exchange.

3.3 As part of the annual review process, the parties will consider any imbalances in the number of students to be exchanged and may adjust the number of students accordingly, to maintain a reasonable balance between the two institutions.

4. **Students**

4.1 Whilst studying at the Host Institution, Exchange Students shall be:

   (a) registered as students of the Host Institution;
   
   (b) subject to the academic, disciplinary and other regulations and procedures of the Host Institution;
   
   (c) entitled to address complaints about the Exchange Programme to the Host Institution in accordance with the Host Institution’s student complaints procedure;
   
   (d) responsible for their own travel, accommodation and living costs.
   
   (e) responsible to maintain health insurance coverage at their own cost. Must show proof of personal medical coverage or international emergency coverage (Medex).

5. **Obligations of Home Institution**

5.1 Subject to clause 6.1 below, the Home Institution is responsible for the recruitment and selection of Exchange Students.

5.2 The Home Institution shall ensure that all Exchange Students:

   (a) meet the academic requirements specified by the Host Institution for entry to the relevant academic programme;
   
   (b) are sufficiently competent in the language of instruction at the Host Institution to enable them to benefit from the Exchange Programme;
   
   (c) are made aware of the academic, disciplinary and other regulations and procedures of the Host Institution which may apply to them.

5.3 The Home Institution shall co-operate with any disciplinary or complaints process involving an Exchange Student undertaken by the Host Institution, and if notified by the Host Institution that it has terminated the registration of an Exchange Student, shall, following consultation with the host institution, withdraw that student from the Exchange Programme.
6. **Obligations of Host Institution**

6.1 The Host Institution may refuse to accept any student nominated by the Home Institution to take part in the Exchange Programme.

6.2 Cardiff and URI subscribe to the policy of equal opportunities and do not discriminate on the basis of race, sex, age, ethnicity, religion, sexual preference, national origin or disability. Cardiff and URI shall abide by these principles in the administration of this agreement.

6.3 The Host Institution shall take reasonable steps to assist Exchange Students in:

(a) finding suitable accommodation for their period of study at the Host Institution;

(b) applying for a visa to enable them to study at the Host Institution.

6.4 The Host Institution shall register Exchange Students as students of the Host Institution and shall provide them with access to learning, support and recreational services on the same basis as other students.

6.5 The Host Institution shall not charge tuition, examination or other similar fees to Exchange Students. However, the Host Institution may charge other usual and customary fees such as room charges, board or dining charges, and parking fees, to students utilizing those services.

6.6 The Host Institution shall ensure that the progress of Exchange Students is monitored in line with the procedures in place for monitoring their own students' progress. The Host Institution shall notify the Home Institution as soon as practicable if problems of an academic, behavioural, or welfare nature should arise.

6.7 The Host Institution shall notify the Home Institution as soon as practicable of any disciplinary or complaints process involving an Exchange Student and may, following consultation with the Home Institution, take appropriate action against such a student including termination of registration with the Host Institution where necessary.

6.8 The Host Institution shall provide each Exchange Student with a transcript or other similar document confirming the academic programmes undertaken at the Host Institution and the marks and/or credits awarded.

6.9 The Host Institution shall provide liability coverage for each Exchange Student participating in an internship program while studying at the Host Institution.

7. **Quality assurance and review**

7.1 Each party is responsible for the quality of the academic programmes and learning opportunities offered to Exchange Students studying at their institution.

7.2 Each party will nominate a named member of staff who will act as a first point of contact in relation to the Exchange Programme, and who will co-operate as appropriate with members of the academic and administrative staff of the other institution in matters of emergency, discipline and advice.

7.3 The Host Institution will keep such records relating to the Exchange Students and this Agreement as reasonably requested by the Home Institution from time to time, or as required by any relevant regulatory body, and will allow access by the Home Institution or those auditing the Home Institution's processes to such records for academic or quality audit purposes.
8. Financial arrangements

8.1 Each party shall meet its own costs arising from the operation of the Exchange Programme (although it may seek external funding to meet all or some of those costs).

9. Information about the Exchange Programme

9.1 During the continuation of this Agreement each party may use the name and logo of the other party in connection with the Exchange Programme (and if necessary Cardiff will supply to URI and URI will supply to Cardiff a copy of its logo), provided that the name and logo of each party shall be used only in connection with the Exchange Programme and for no other purpose, and provided the use is reasonable and appropriate as determined by the owner of the name and logo.

9.2 Neither party will do anything which, in the reasonable opinion of the other, would damage the other’s reputation and/or business.

10. Ownership of materials and Intellectual Property

10.1 Unless agreed otherwise in writing, any materials created by either party for the purposes of the Exchange Programme, and any Intellectual Property rights in such materials, whether in existence at the date of this Agreement or created during the course of it, shall belong to the party which created them.

10.2 If any materials relating to the Exchange Programme are created jointly by the parties those materials (and any Intellectual Property rights in such materials) shall be owned jointly by the parties.

10.3 If either party becomes aware of any potential infringement of the other party’s name, logo or Intellectual Property rights, or becomes aware of any allegation that any of the other party’s materials infringe the rights of a third party, it shall immediately inform the other party. The party so notified shall determine, in its sole discretion and at its own cost, what actions, if any, to take to protect its rights or defend any claims against it. The notifying party shall have no right to settle or compromise, and shall not settle or compromise any claims arising out of any such potential infringement or allegation, and shall provide such reasonable assistance as the notified party may request in connection with any action taken under this clause.

11. Confidentiality

11.1 Cardiff and URI shall require that their employees keep strictly confidential all Confidential Information received or obtained from the other party as a result of entering into or performing this Agreement, and shall use such Confidential Information only for the purposes of this Agreement.

11.2 Either party may disclose information which would otherwise be Confidential Information if and to the extent:

(a) required by law or by any relevant regulatory body;

(b) disclosed on a strictly confidential basis to the professional advisers, auditors and bankers of that party;

(c) the information has come into the public domain through no fault of that party; or

(d) the other party has given prior written approval of the disclosure.
12. **Duration and termination of this Agreement**

12.1 This Agreement shall commence on the date set out on the first page and continue for a period of 5 years unless terminated before that time in accordance with this clause. The parties may at any time by agreement in writing extend the duration of this Agreement.

12.2 Either party may terminate this Agreement:

(a) by giving to the other not less than six months’ notice in writing;

(b) with immediate effect by notice in writing if the other party commits a material breach (which may consist of a series of minor breaches) of the terms of this Agreement;

(c) with immediate effect by notice in writing if the other party is subject to a change of control, becomes insolvent, is unable to pay its debts as and when due or otherwise ceases to exist.

12.3 If notice of termination has been given under this clause, the parties shall:

(a) agree in writing a mechanism for ensuring that Exchange Students are able to complete their studies at the Host Institution or other suitable institution;

(b) cease to promote or market the Exchange Programme and not register any new students.

12.4 Upon termination of this Agreement:

(a) each party shall cease using the name and/or logo of the other;

(b) the provisions of clauses 10, 11, 14 and 15 will remain in full force and effect.

13. **Force Majeure**

13.1 If either party is affected by Force Majeure it shall immediately provide the other party with details in writing and shall keep the other party fully informed of the continuance of the Force Majeure and of any change in circumstances.

13.2 If the Force Majeure continues for longer than three months either party may at any time, whilst such Force Majeure continues, terminate this Agreement, effective immediately, by notice in writing.

13.3 Save as provided for in this clause Force Majeure shall not entitle either party to terminate this Agreement and neither party shall be in breach of this Agreement, nor otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to Force Majeure.

14. **Disputes**

14.1 The parties shall attempt to resolve in good faith any dispute arising between them out of the operation of this Agreement. If the dispute cannot be resolved informally, it shall be referred to a senior post-holder within each institution.

14.2 The parties agree to co-operate in dealing with or defending any claim by a third party arising out of the operation of this Agreement.
Law and jurisdiction

15.1 The parties shall attempt to resolve in good faith any dispute arising between them out of the operation of this Agreement. If the dispute cannot be resolved informally, it shall be referred to the Vice-Chancellor of Cardiff and the Office of the Provost of URI.

15.2 Any dispute arising out of the operation of this Agreement which cannot be settled as per clause 15.1 shall be finally settled by arbitration under the Rules of Arbitration and Conciliation of the International Chamber of Commerce by two or more arbitrators appointed under those rules. The place of arbitration shall be agreed by both parties and the language of the proceedings shall be English. Each party shall be responsible for its own costs incurred in connection with arbitration.

General provisions

16.1 A variation to this Agreement will not be valid unless made in writing and signed by both parties.

16.2 Any notice given in connection with this Agreement must be in writing and delivered by email to the named contact at the partner institution, personally or by first class pre-paid recorded delivery (or equivalent) to the address given in this Agreement, or to another address notified by either party for the purposes of serving notices. A notice will be deemed to have been served when the email has been received, or the letter left at the service address, if delivered personally, or seven days after posting if sent by first class pre-paid recorded delivery. If notice is deemed to have been given on a day that is not a business day, it shall be deemed to have been given on the next business day.

16.3 The rights and remedies of each party under this Agreement shall not be diminished, waived or extinguished by any failure or delay by that party to exercise such a right or remedy.

16.4 The provisions of this Agreement are severable and distinct from one another, and if at any time any provision is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.

16.5 This Agreement may be executed by each party on separate counterparts, that is if the Agreement is translated into a different language it may be executed by each party in either English or the other language. Therefore the different translations of the same agreement are seen as separate counterparts.

16.6 For the avoidance of doubt, nothing in this Agreement shall confer on any third party any benefit or the right to enforce any provision of this Agreement.

16.7 Nothing in this Agreement shall create or be deemed to create a partnership, joint venture or relationship of principal and agent between the parties.

16.8 The parties shall not assign, transfer or sub-contract any of their rights and responsibilities under this Agreement.

16.9 Each party agrees to defend, indemnify and hold harmless the other (and the other’s governing board, officers, directors, employees, agents, faculty and students from and against any and all claims, and resulting liabilities, to the extent they arise out of or are the result of the indemnifying party’s neglect or wrongful actions or omissions (or those by its officers, directors, employees, agents, faculty and students).

[Signature page follows]
Signed for and on behalf of
CARDIFF UNIVERSITY

Professor Colin Riordan
President and Vice-Chancellor

Signed for and on behalf of
UNIVERSITY OF RHODE ISLAND

Dr. David M. Dooley
President
# Schedule 1:

**Administrative Arrangements for the Exchange Programme**

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<th>University of Rhode Island</th>
<th>Cardiff University</th>
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<td><strong>Academic Terms</strong></td>
<td>Semester 1 extends from the first week of September to mid December; Semester 2 extends from the third week of January to mid May</td>
<td>Semesters 1 extends from September to January; Semester 2 extends from January to June</td>
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| **Participating Academic Departments** | Students from URI will be sent from  
- College of Engineering  
Students from Cardiff are welcome to select courses across other academic schools | Students from Cardiff will be sent from:  
- School of Engineering  
Students from URI are welcome to select courses across other academic schools |
| **Fees**                  | **Payable To Home Institution:**  
Normal tuition and fees are payable by exchange students to their home institution for the semester/year to which their exchange relates.  
**Payable To Host Institution:**  
Other fees normally payable to host institution by their own non-degree students (such as health insurance fees, living costs, transportation etc.) |  |
| **Number of Students**    | Up 4 semester spaces are given in any given academic year. Exact student numbers will be agreed annually in writing. |  |
| **Minimum Academic Requirements** | Students must be of good academic standing and have completed 2 year of continuous study at their home institution before participating in the exchange. | Students must be of good academic standing and have completed 1 year of continuous study at their home institution before participating in the exchange. |
| **Language Requirements** | Students must be sufficiently competent in the language of instruction. The Primary language of instruction is English. Applicants whose native language is not English are required to submit one of the following to URI admission:  
- TOEFL (Test of English as a Foreign Language), iBT score of 79  
- IELTS, minimum of 6.5 | Students must be sufficiently competent in the language of instruction. The Primary language of instruction is English.  
For students whose first language is not English, Cardiff University requires students to have achieved a minimum of 6.5 in the IELTS examination OR an overall score of 90 in the TOEFL iBT examination. |
| **Housing**               | URI will be able to offer on-campus housing for the Exchange Students from Cardiff for their period of study | Cardiff University shall take reasonable steps to assist Exchange Students in finding suitable accommodation for their period of study at the Host Institution |
| **Liaison Officers** | **Name:** Dr. Brandford-Calvo  
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**Phone:** +1 (401) 874-2018 | **Name:** Rose Matthews  
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