SAMPLE DRAFT

STUDENT EXCHANGE AGREEMENT

Between the

University of Rhode Island, Rhode Island, USA

And

[name of the partner/school]

This Student Exchange Agreement is made and entered into on the day of the final signature, by, and between the University of Rhode Island, Kingston, Rhode Island, USA (hereinafter referred to as URI) and the [name of school], Italy (hereinafter referred to as [SCHOOL INITIALS]). By accepting the text of this agreement, the two institutions decide to participate, officially, in a program of undergraduate student exchange, which include student interns under the terms and conditions outlined below.

Unless the context otherwise specifies, home institution shall mean the institution at which a student intends to graduate and host institution shall mean the institution, which has agreed to receive students from a home institution.

Article I

On a basis of reciprocity, and in the interests of both institutions, the goal of this agreement is to establish an exchange program open to qualified undergraduate students and student interns at each of the two participating universities. Each institution, shall assume full responsibility in the assessment and selection of qualified candidates to be sent to the host university. The host institution shall then respect the selection so made.

The exchange program will be open to students from URI who have completed and approved at least one year of undergraduate studies, whereas [SCHOOL INITIALS] students will be governed by the regulation determined by [SCHOOL INITIALS].

For every academic period, each institution will inform the other on the academic expenses (not limited to books, materials, local transportation and other unforeseen expenses that may result from the students during their programs of studies), plan of studies, academic calendars, number of classes and exams. Each institution will promptly inform the other about the exact enrollment dates for their programs, including the starting and finishing dates of every semester/period in their academic year.
**Article II**

Each institution, shall assume full responsibility in the assessment and selection of qualified candidates to be sent to the host university. URI and [School initials] agree to select students that are prepared linguistically, so as to be able to participate in the instructional programs of URI and [SCHOOL INITIALS].

a. It is foreseen that the home institution will propose candidates fulfilling, at least, the minimum admission requirements at both institutions. Each institution consents to accepting students having the required qualifications.

b. This agreement assumes the exchange of an equal number of students who will register for courses at the respective schools, though an imbalance may occur in a given year. Any exchange imbalance should be rectified within a three-year period.

c. [SCHOOL INITIALS] and URI will agree on the number of students who will be part of the exchange in December of every year for the following academic year. [SCHOOL INITIALS] and URI will examine the program annually for any imbalances in the number of students and adjust, as needed, the number of students to be exchanged the following year in order to keep a reasonable balance in the exchange.

d. URI will decide on the exact number of students to be exchanged no later than April 1st of the preceding academic year for fall semester and academic year participants, and October 1st of the academic year in progress for spring semester participants.

e. For the purposes of reciprocity between the institutions, two students per one semester are equal to one student for the entire academic year.

f. Each accepted student would have an academic program approved by the student’s advisor for the fall and [and/or] spring terms. The proposed program of study is to be determined in advance as part of the process of approving each student for this exchange program. No student can participate in this exchange beyond the duration of one academic year.

g. For every enrollment period and after completing the exchange program, each institution will promptly provide the transcript of every exchange student in the Host Institution. It is the responsibility of the exchange program participant to ensure that the academic record of their academic performance is sent directly to his/her home institution at the conclusion of each semester. It shall be the sole responsibility of the home institution to decide on the application of those credits to the student's degree program.

h. Incoming [SCHOOL INITIALS] students and/or interns may not continue their participation at URI beyond 12 months, unless admitted to a degree program. All must receive approval from the US Department of Homeland Security and the US Department of State to change to an F-1 visa category or J-1 visa subcategory before commencing a degree program.
Article III

All exchange students shall be subject to the same academic regulations regarding class performance (regular attendance to lectures and seminars, assignments and final exams), community standards, and student discipline system, pertaining to all part-time and full time undergraduate students at the host institution.

a. Students coming to URI must be prepared linguistically, so as to be able to participate in the instructional programs of URI. It is recommended that they meet the standard based on IELTS or TOEFL test scores. Students for whom English is not the native language must be prepared to demonstrate competency at IELTS 6.5 or higher; Paper-based TOEFL is 550; the computer-based 213 or iBT score of 79 or the minimum requirement for the Pearson Test of English is 53.

b. Students with below URI standard scores (IELTS, TOEFL and/or other comparable test scores) will be expected to participate in an evaluative Skype interview with a URI designated staff person (administrative or academic staff). If deemed linguistically prepared, these students will be asked to enroll in one or two URI English Language Studies courses (oral and expository English language skills).

c. [HOST SCHOOL INITIALS] add their language and/or other requirements when appropriate.

d. Similarly to the host institution's academic requirements for its regularly enrolled students, visiting students will be expected to be in good academic standing (2.0 GPA/undergraduate with no F's – US grades; [enter country range grades) and social standing.

Participation in this exchange program is not intended to imply acceptance into a degree program at either host institution. Incoming students will not be admitted as degree-seeking students unless they are formally admitted by the corresponding Faculty or School.

Article IV

The Host Institution will help participating students to obtain the corresponding visa. Both institutions agree to provide facilities and logistics to assist participating students to get settled in each university, including the provision of information of on campus accommodations and orientation at the respective institutions. Both [SCHOOL INITIALS] and URI will provide the necessary information and orientation so that exchange students get used to and participate in lectures, seminars and research programs that are closer to their programs of studies and performance level.

a. Students enroll and pay tuition and fees, and other related costs to their respective home institutions (if and when appropriate). They do not pay tuition or fees to the host institution if they have secured an exchange slot.

b. Incoming students will have a regular student status at the host institution, on condition that the balance in semesters is respected. When an imbalance in number of semesters occurs, incoming students may pay these same tuition fees to the host institution or the partner school must wait until parity has been achieved before sending students.
c. URI will agree to make available on-campus housing or its equivalent to the exchange students during the academic term, provided that the student complies with the residence’s requirements and deadlines for application, deposits and payments for residence halls or comparable housing, arrival at the scheduled date.

d. [SCHOOL INITIALS] will agree to make available on-campus housing to the exchange students and interns during the academic term, provided that the student complies with the residence’s requirements and deadlines for application, deposits and payments (special rates provided for international visitors) for residence halls, arrival at the scheduled date.

e. All exchange student and interns are responsible for room and board, living expenses (during the period of attendance), personal expenses, travel, books and materials, health insurance including special fees that may be required from exchange participants and/or other international students. Neither institution will be responsible of such fees and expenses.

f. Incoming Interns cannot reside in residence halls operated by the URI Office of Housing and Residential Life/HRL. If and when space is available, they may reside at other residential locations on campus (e.g., IEP House and/or IT House operated by the International Engineering Program) or off campus housing not managed by HRL. Students are not restricted to the URI campus housing.

Article V

All students coming to URI are required to purchase URI health insurance. All International students will be automatically enrolled in and are responsible for payment of the University Accident/Sickness Insurance Plan unless they apply for and are granted a waiver. Waiver of the URI insurance will require that students show proof of other comparable health insurance that matches the medical insurance regulations mandated by the Affordable Care Act. The URI Health Services reserve the right to compel students to purchase URI health insurance if the health insurance advance by the student is found to be insufficient. Lack of compliance will result in immediate dismissal.

a. The cost and treatment of minor illnesses treated at the University of Rhode Island Health Services Center will be paid by the Health Services Fee paid by outgoing URI students. Interns are not eligible to receive treatment at the URI Health Services Center.

b. Interns are not eligible to receive services at the URI Health Services Center.

Article VI – Liability, Insurance, Indemnification (Partner suggests other language if not in agreement)

a. Each institution shall be responsible for its own negligent or wrongful acts or omissions and the negligent or wrongful acts or omissions of its employees, students, and agents in connection with any claims made by either party or entity for property damage or bodily injury, including death. Neither institution shall be liable for any indirect, special or consequential damages, including without limitation, operating losses, lost earnings, profits, or other revenue.
b. Each institution shall indemnify, defend and hold harmless, the other, including their respective governing board and council, board and council members, officers, directors, trustees, employees, students, agents, and contractors, from any and all loss, liability, payment, or judgments, including reasonable attorneys’ fees, arising out of or in connection with any claim, demand, action or proceeding brought or made by any person or entity for property damages or personal/bodily injury including death, caused by or resulting from its negligence or willful misconduct or the negligence or willful misconduct of its directors, officers, employees, students, agents or contractors.

**Article VII**

Violation of laws committed in the United States of America or in Italy shall subject the exchange student and interns to immediate withdrawal from the exchange program and immigration sponsorship; and to immediate expulsion by the Department of Homeland Security from the United States without refund of expenses related to the program cost. The student will be granted 15 days after withdrawal of the academic and immigration sponsorship to leave the host country.

**Article VIII - Student Interns (Remove if not applicable)**

Students from [SCHOOL INITIALS] or URI, who wish to spend a period of Internship, may do so for a period up to 12 months with approval from both the host and home institutions, for the time agreed by both institutions. Each institution will try to assist in the placement of incoming student Interns in on-campus research projects or, when possible, at private companies off-campus.

a. Student Interns will not receive an exchange slot and will not be expected to pay tuition and/or fees since they will not matriculate for courses at the host institution.

b. As per the US Department of State, incoming [school name] Interns to URI cannot be permitted to matriculate in courses, change and/or request visa category/subcategory without leaving the country, or extend their period of internship beyond 12 months of participation.

c. [SCHOOL INITIALS] may submit the names of [SCHOOL INITIALS] non-degree interns to the Director of the [insert program name] International Engineering Program, at any time during the year. The Director of the [insert program name] International Engineering Program may also submit the names of URI non-degree Interns to [SCHOOL INITIALS] at any time during the year. The director of the URI [insert program name] International Engineering Program director will forward the [SCHOOL INITIALS] students’ names to the Office of International Education for processing and issuing of immigration documents.

d. Each host Institution will sponsor incoming student Interns for the purpose of obtaining visas and maintaining legal status in the host country for the duration of the Internship.

1. For incoming [SCHOOL INITIALS] Interns, URI will provide the student with a letter of acceptance for the duration of the exchange period and/or the period of internship. Before beginning the internship period, as per the US State Department, the internship supervisor and the intern must generate a DS-7002 form (Training Internship Placement Plan).
Subsequently, the URI Office of International Students & Scholars will prepare and approve a DS-2019 form as well as approve the DS-7002 so that the student Intern may obtain a J-1 Student visa, Intern subcategory.

2. Out-going URI interns shall remain registered at [SCHOOL INITIALS] while working at private companies or in research laboratories doing their required six-month internships although these internship semesters do not count towards the exchange balance. [SCHOOL INITIALS] will help with internship placement opportunities in [SCHOOL INITIALS] laboratories or in companies. In exchange, [SCHOOL INITIALS] students going to URI will have research opportunities in URI labs.

   e. Interns are not subject to academic regulations.

**Article IX**

[SCHOOL INITIALS] designates the [enter name of office], whereas URI designates the director of the Office of International Education to serve as the officials responsible for carrying out the details of this agreement. [Add other departments not names of officials when needed]

The Offices will serve as a link between the two institutions and be responsible for supervising the selection of students who participate in the exchange and assist with the students’ adjustment.

**Article X**

The following Specific Agreement will be valid with the signature of both legal authorities and will last 5 (five) years, with automatic renewal for the same and consecutive period.

   a. This Specific Agreement carries no financial implications for the signatory institutions, except for the above-mentioned tuition and fees access regulations where applicable.

   b. It is understood that this Agreement in no way restricts any other agreement that either institution may have with other universities or academic organizations.

   c. The Agreement may be revised or modified by mutual consent until terminated by either of the parties. Either individual institution may give notice of intention to terminate participation without giving any reasons. Such notice shall be given through registered letter to the address mentioned in the submission of such letter at least six (6) months before the beginning of the academic year in which it will take effect and the agreement will be terminated at that time. If the Specific Agreement is terminated, the institution having hosted the larger number of students until then shall be entitled to send to the other institution, within two (2) years from the date on which the Specific Agreement was terminated, a sufficient number of students to rectify any existing imbalances.

   d. Both institutions agree to establish periodic evaluation mechanisms in order to examine the application and development of this Agreement.
e. Any differences, conflicts of interests or problems resulted from the application or interpretation of this Specific Agreement will be solved on a first level by the Coordinators of the parties, and on a second level by the respective Presidents or those appointed by them.

Signatures:

The University of Rhode Island

[President or Provost only]
[title]

(date)

The [name of school]

[name of school representative]
[title]

(date)