**DRAFT**

***STUDENT EXCHANGE AGREEMENT***

**Between**

**The University of Rhode Island, Rhode Island, USA**

**And**

**(partner university)**

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, 35 Campus Avenue, Kingston, RI 02881 USA (hereinafter referred to as URI), and (partner university and address (hereinafter referred to as ). By accepting the text of this agreement, the two institutions indicate their agreement to participate, officially, in a program of undergraduate student exchange 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 at each of the two participating universities. Provided that students meet the qualifications stipulated for participation in this program of exchange as stipulated in Article III (a), each institution shall assume full responsibility in the assessment and selection of qualified candidates to be sent to the Host Institution. Except in cases where students have been accepted through the processes of Article III (b), the Host Institution shall then respect the selection so made.

The exchange program, at both institutions, will be open to students who have successfully completed at least one year of undergraduate studies. Each institution is prepared in principle to send and receive an equivalent number of students in exchange annually. The maximum number of the exchange students is up to two (2) per year. Each institution should be prepared to consider an imbalance in any given year. However, if deemed mutually beneficial, both parties agree to negotiate adjustments of the maximum number of exchange students and to document this change on an addendum signed by representatives of URI and exchange partner.

For every academic period, each institution will inform the other on the estimated academic expenses not covered by the tuition paid to the Home Institution (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***

As stated in Article I, provided that students meet the qualifications stipulated for participation in this program of exchange as stipulated in Article III (a), each institution shall assume full responsibility in the assessment and selection of qualified candidates to be sent to the Host University. URI and exchange partner agree to select students that are prepared linguistically, so as to be able to participate in the instructional programs of URI and exchange partner.

1. It is foreseen that the Home Institution will propose candidates fulfilling, at least, the minimum admission requirements at both institutions. Each institution will verify that the exchange student is in good academic and social standing at their home institution. Each institution consents to accepting students having the required qualifications.
2. 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.
3. Exchange partner and URI will agree on the number of students who will be part of the exchange in August of every year for the following year. Exchange partner 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.
4. Both partners will decide on the exact number of students to be exchanged no later than **March 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.
5. For the purposes of reciprocity between the institutions, two (2) students per one (1) semester are equal to one (1) student for the entire academic year.
6. 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 (1) academic year.
7. 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 either made available online or 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.
8. Incoming exchange partner students may not continue their participation at URI beyond twelve (12) months, unless admitted to a degree program. All non-US citizens 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.

1. Students coming to URI must be prepared linguistically, so as to be able to participate in the instructional programs of URI. Students for whom English is not the native language must be prepared to demonstrate competency at IELTS 6.5 or higher; Paper-based TOEFL at 550; the computer-based 213 or iBt score of 79, TOEIC minimum of 785, level B2, Duolingo minimum score of 105 or the minimum requirement of the Pearson Test of English at 53. Alternatively, partners may attest to each student having a B2/Advanced Low proficiency level of English.
2. Students with below English proficiency standard scores (IELTS, TOEFL and/or other comparable test scores or below B2/Advanced Low) may be invited to participate in an evaluative Skype interview with a URI designated official. 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).
3. Similarly to the host institution’s academic requirements for its regularly enrolled students, exchange students will be expected to be in good academic standing: (2.0 GPA/undergraduate US grades or exchange partner grades) and good social standing as outlined by the URI Office of Community Standards as it relates to student discipline in order to continue in the second semester.

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 and off-campus accommodations and orientation at the respective institutions. Both exchange partner 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 suitable for their programs of studies and performance level.

1. 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 to the Host Institution if they have secured an exchange slot.
2. Incoming students will have regular student status at the host institution, on condition that the balance in semesters is respected. When an imbalance in number of semesters occurs, after three (3) years the partner school must wait until parity has been achieved before sending students. Alternatively, students who wish to pursue their study abroad plans may pay tuition and fees to the Host Institution, at a rate mutually agreed upon by both partners, and consistent with the applicable laws, regulations and policies of the Host Institution.
3. URI and exchange partner will agree to make available, at the student’s own cost, 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, and arrival at the scheduled date.
4. All exchange students are responsible for room and board, living expenses (during the period of attendance), personal expenses, travel, books and materials, and 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.

***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 law and University policy, as determined by URI Health Services. URI Health Services reserves the right to compel students to purchase URI health insurance if the health insurance advanced by the student is found to be insufficient. Lack of compliance will result in immediate removal from the program. (partner adds own health insurance language.)

Each institution must have an emergency plan that provides for the safety of students on exchange. Twenty-four (24) hour emergency contact information must be shared between the two institutions and updated annually. Each partner will provide an Exchange Program Fact Sheet which will provide this information. Fact Sheets will be provided at least six (6) months before students attend the partner institution.

***Article VI***

1. Each institution agrees that it shall be responsible, to the extent authorized by law, for its own wrongful or negligent acts or omissions or those of its officers, employees, students and agents or contractors.
2. Each institution shall keep and maintain, at its sole cost and expense, liability insurance coverage with minimum coverage limits of $1 Million USD per occurrence and $2 Million USD in the aggregate (or an equivalent coverage amount based on the non-US institution’s local currency, based on the currency exchange rates in effect on the Effective Date of the Agreement), or such lesser amounts that may be mutually approved by the parties, with an internationally recognized and reputable insurance carrier (subject to disapproval by the other party, if the other party believes the carrier does not meet that standard), and shall provide the other institution upon request with a certificate of insurance in compliance with this section. If your Institution is a governmental or public agency which is effectively self-insured and/or one whose liabilities are effectively the responsibility of your state or national government, by virtue of your institution’s relationship with its national or state government, and is not insured under a commercial or private insurance policy or policies, and you can provide the other institution with satisfactory proof or assurance of that, you will not be required to provide proof of insurance under the prior sentence.

c. 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 partner’s country or violations of the regulations set forth in Article III, shall subject the exchange student to immediate withdrawal from the exchange program without refund of expenses related to the program cost. The exchange student will be granted fifteen (15) days after withdrawal of the academic and immigration sponsorship to leave the host country.

***Article VIII***

Exchange partner designates (name of partner’s office or person) as Director of this agreement whereas URI designates the Vice Provost of Global Initiatives to serve as the officials responsible for carrying out the details of this agreement.

The designated 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 IX***

The following Specific Agreement will be valid with the signature of both legal authorities and will last five (5) years.

1. This Specific Agreement carries no financial implications for the signatory institutions, except for the above-mentioned tuition and fees access regulations where applicable.
2. It is understood that this Agreement in no way restricts any other agreement that either institution may have with other universities or academic organizations.
3. 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.
4. Both institutions agree to establish periodic evaluation mechanisms in order to examine the application and development of this Agreement.
5. 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.

The representatives of both institutions will sign two (2) valid copies of equal content in English of this document.

**Signatures:**

The University of Rhode Island partner university

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David M. Dooley Name

President Title

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**(date) (date)**