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**STUDENT EXCHANGE AGREEMENT**

BETWEEN

Yyyyyy

XXXXXX

AND

Clark University

UNITED STATES

**PREAMBLE:**

Clark University, hereinafter referred to as “Clark”, located at “950 Main Street, Worcester, Massachusetts 01610 UNITED STATES”, and represented by Sebastián ROYO, PROVOST, with full powers in regards to this agreement;

and

XXXXXXX, hereinafter referred to as “YYYYY”, ADD Location INFO HERE

Clark and XXXXX have agreed through the Memorandum of Understanding (MoU) to the implementation of concerted actions which are defined in this agreement. Both agree to establish a student exchange program in order to provide students with the opportunity to benefit from the study programs offered by both universities.

It should be noted that during the duration of this agreement, both institutions shall explore and encourage faculty collaboration for mutually beneficial research endeavors or visits to one another’s campuses to promote cultural exchange between the institutions.

**Article 1: Definitions**

The present International cooperation agreement designates “the partners” as XXXX and Clark University.

The university that sends students to the partner institution will be designated as the “home university”, and the university that receives these students will be designated as the “host university”.

**Article 2: Exchange Procedure**

***Student Selection***

Each year, XXXXX shall be entitled to send up to YYY students per year to Clark University in order to attend classes taught there. Clark University shall similarly be entitled each year to send up to YYY students to XXXXX to attend classes taught in its school. The number of exchange visits may be satisfied by exchanging YYY students for a semester each, or YYY student for two semesters (an academic year).

If in any given year the number of exchange visits is not equal, the Institutions will seek to achieve a reasonable balance over a three-year period.

The home university shall be responsible for preliminarily screening and selecting students for this study abroad program, and for ascertaining that each participating student is proficient in the language of instruction at the host university, meets all admission standards including language proficiency benchmarks, and is likely to benefit from a particular course of study. Once identified, the home university shall submit the name and contact information for each student to the host university. The host university will then communicate with each student the process for applying and the documents needed to study at the host institute. Each party reserve the right to approve or deny any candidates proposed for exchange by the other party.

***Degrees:***

Exchange students shall continue to be candidates for a degree in their home institution.

This agreement provides the opportunity for students from XXXXX to enroll in classes in Undergraduate and Master level courses in Clark University. Students who opt for this opportunity are able to take any of the courses offered during the Fall, Spring and Summer semesters if space permits and students are qualified for the course.

This agreement provides the opportunity for students from Clark University to enroll in classes in XXXX’a and will take courses during the XXXX semesters.

***Registration:***

Students participating in this exchange program must register as students and pay tuition fees at their home university. They are exempt from paying tuition fees in the host university, where they will be registered as non-degree students. The exchange students will receive a student card by the host university.

***Educational validation and Course selection***

The academic advisors and/or mobility coordinators identified under Article 3 shall exchange all relevant information about the courses offered in their respective universities before the application phase.

After a student applies and has been approved for the exchange program, the Academic Advisors shall meet with the students participating to review course options, and they shall assist with the selection of courses for which the student is qualified to enroll. The students on exchanges shall confirm with the home institution their course plan prior to enrolling in specific courses.

***Obligations of home university towards the students they send in the frame of this exchange program:***

* recruit, select and prepare students who will participate in the exchange program;
* ensure that the students fulfill the requirements for admission in the host institution;
	+ assist the selected candidates in completing the application according to the instructions of the host university;
* register their own students in their university during the exchange program period.

***Obligations of host university towards the students they receive in the frame of this exchange program***

* inform the accepted students about the visa application procedure;
* exempt the exchange students from all tuition fees;
* host and orientate the exchange students;
* provide the same access to the host university's facilities, academic advisors, and student support services as regular students.
* help the exchange students find housing by providing necessary resources;
* provide support services and academic advice to the exchange students;
* provide access to the host universities facilities including libraries, wellness centers, and student activities.
* provide a transcript of the hosted student’s grades to persons identified by the student during the time of the request.

Obligations under this agreement pertain to the direct participants in the program of exchange. Neither university shall be responsible for expenses incurred by spouses and families of exchange students.

***Obligations of the students participating in the exchange program:***

* submit an application and necessary documents as directed by the host institute
* obtain a visa, if needed;
* pay tuition fees at their home institution before the beginning of the exchange period;
* respect the rules and regulations of the host institution;
* pay for room and board as well as any applicable foreign tax during the exchange period;
* at the conclusion of the exchange, electronically submit a transcript request to identify where and to whom the transcript should be directed and pay any request fee;
* pay for small fees including student activities fee;
* purchase the required insurance coverage as determined by the host university, pay any eventual medical costs and provide proof of civil liability insurance;
* Exchange students will have the same access to the host university's facilities, academic advisors, and student support services as regular students.

**Article 3:** **Supervision of exchanges**

The students’ advisors for the exchange program shall be:

|  |  |
| --- | --- |
|  For  **XXXXXX** Mobility coordinator: ADD  |   For **Clark University**Mobility coordinator: **Sarah Lopolito**142 Woodland Street Worcester, Massachusetts 01610 USAsalopolito@clarku.edu |

The partners will be informed of any change of advisor while this Agreement is valid.

The academic advisors listed above will provide an assessment of the exchange program within the six (6) months prior to the end date of this Agreement. This assessment will be considered in the decision on whether or not to continue the cooperation.

**Article 4: Data Protection**

Each Party agrees to protect the confidentiality of student education records in accordance with the laws applicable to that Party.

Each Party agrees that all information exchanged shall be used solely for the purposes enumerated in this Agreement. Each Party further agrees to comply with the data privacy laws and regulations applicable to that Party with regard to its collection, use, storage, sharing with third parties, disclosure, retention, re-use, and disposal of students’ personal data.

In the event that information is requested by a student to be sent to the partner institution directly, the partner institution will notify of a breach of any Party’s security obligations, unauthorized access to, disclosure, or loss of the other Party's data or other event requiring notification under applicable law each Party agrees to:

1. Comply with all applicable laws that require the notification of affected individuals.
2. Be liable to data subjects for damages it causes by any breach of third-party rights under these clauses. This includes the liability of the data exporter under its data protection laws. Shall the data exporter incur any data breach of the importer’s data in like due to wrongdoing by itself, or by any breach of its third-party, then the exporter agrees to defend, indemnify, and hold the importer, its officers, agents, and employees harmless from any and all claims, suits, demands, awards and judgements for personal or bodily injury resulting from any disclosure of information by its third-parties or by the exporter’s agents or employees to any third party violation.
3. Assume responsibility for informing all such individuals in accordance with applicable law. In the event of a breach of any student data, the collaborating Party agrees notify the institution, which sent the information within 72 hours of the discovery of the breach by providing notice via email.

For inquiries for data inquiries should be directed to:

Data inquiries should be directed to the following Data Protection Officer or similar person:

|  |  |
| --- | --- |
| Alexander Magid, Clark University DPO | XXXX, YYYYY, DPO |

**Article 5: Applicable law and settlement of disputes**

If any section of this Agreement shall be deemed unlawful, it will be stricken from the Agreement while leaving the remainder intact. Each Party to this Agreement certifies that they follow the laws and regulations governing them and, to the extent they are not, that Party is solely and independently responsible for any ramifications associated with such non-compliance. In all cases no damage and/ramification should affect the students currently participating in the programs pursuant to this Agreement, such students will be allowed to continue with their existing program with no interruptions.

In case of any disagreement between the Parties, they agree to solve such differences directly and willingly. It shall be the responsibility of both institutions to solve any conflict that may arise.

If an amicable solution has not been reached, the aggrieved party can bring forth a legal action. The party bringing forth the legal action (complainant/plaintiff) must file it in a proper jurisdiction and venue of the respondent/defendant. For Clark University, the proper jurisdiction and venue is any court of competent jurisdiction within the State of Massachusetts, U.S.A., and the laws of the State of Massachusetts shall control. For XXXX, the proper jurisdiction, venue and governing law is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and the laws of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall control.

If either party becomes legally compelled by law, process or order from any court or governmental agency to disclose any confidential information, that party shall notify the other so that it may seek a protective order to take other appropriate action.

Except as otherwise expressly prohibited by law, partner institution will:

* immediately notify The University of the partner institution's receipt of any subpoenas, warrants, or other legal orders, demands or requests seeking University data;
* consult with The University regarding its response;
* cooperate with The University's reasonable requests in connection with efforts by The University to intervene and quash or modify the legal order, demand or request; and
* provide The University with a copy of its response.

**Article 6: Duration and validity of the Agreement**

This agreement shall go into effect the date of the signature by both partners and remain valid for five (5) years.

It may be renewed only if the competent authorities of each partner once again approve it.

The exchange program will start from the academic year 2023/2024.

Any modification of this agreement can only be undertaken with the approval of both signing parties. The partner willing to change this agreement should advise the other one by a signed letter at least 3 months before the implementation of the change. Any modification should not prevent the students already nominated by their home institution from participating to this exchange program except if the change is implemented one year before.

Either party may terminate this Agreement at any time and for any reason. A Party should provide at least 3-months notice of any intention to terminate the Agreement.

In the case of termination, students who have already been notified of acceptance by the host institution shall be allowed to undertake and complete the student exchange in accordance with the terms of this agreement.

**Article 7: Equal Opportunity**

Both the Institutions subscribe to the policy of equal opportunity and will not discriminate on the basis of race, color, sex, sexual orientation, age, ethnicity, disability, religion or national origin.

The Institutions shall abide by these principles in the administration of this Agreement and neither university shall impose any criteria for the exchange of students which would violate the principles of non-discrimination.

IN WITNESS WHEREOF, both parties do hereby sign this Agreement in duplicate.

**For Clark University For Partner University**

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Sebastián Royo

Clark University Provost