**AGREEMENT FOR EXCHANGE/STUDY ABROAD**

**between**

**California State University, Fresno**

**and**

**International Partner University, Foreign Country**

This Agreement is entered into between the Trustees of the California State University on behalf of California State University, FRESNO STATE, and International Partner University, Foreign Country (“IPU”). FRESNO STATE and IPU are referred to collectively as the Parties.

FRESNO STATE and IPU, wishing to establish cooperative relations and develop academic and cultural interchange through mutual assistance in the areas of education and research, agree to develop programs and academic exchanges subject to the following terms and conditions.

**ARTICLE I: OBJECTIVE OF THE AGREEMENT**

The purpose of this Agreement is to establish a mutually-beneficial educational and pedagogical relationship. This Agreement establishes the formal understanding of the scope of operations between the Parties, and for the following activities.

**ARTICLE II: SCOPE OF AGREEMENT**

This Agreement is subject to the availability of funds of either party. Activities covered by this Agreement include:

* The exchange of students from each Party for traditional student exchange programs;
* The exchange of academic personnel for teaching, research, or both;
* The organization of joint seminars and conferences;
* The hosting of visiting faculty from the other Party;
* The exchange of academic program materials;
* The development of joint research and publications; and
* Study abroad of students between the Parties.

**ARTICLE III: GENERAL PROGRAM REQUIREMENTS**

Section 1. Definitions.

1. “Exchange” means a one-for-one exchange of students from each Party;
2. “Exchange Students” means students participating in the exchange implemented herein;
3. “Home institution” means the Party the student intends to graduate from;
4. “Host institution” means the Party that has agreed to receive the exchange students from the Home Institution; and
5. “Study Abroad or Visiting Student” means non-degree seeking students participating in a one or two year program at the Host Institution.

Section 2. Tuition and Fees.

1. Students attending either Party as Exchange Students, Study Abroad or Visiting Students shall register and pay the normal tuition fees to their Home Institution when attending the Host Institution.
2. Exchange programs established under this Agreement shall operate on a reciprocal, no-tuition basis. Tuition normally charged to students by their Home Institution shall be paid by students directly to their Home Institution. The Parties shall ensure that no additional tuition costs are charged or collected for Exchange Students. Fees for campus services may be charged to the Visiting Student. U.S. citizens are not eligible to come to the CSU on a no-tuition basis.

Section 3. Funding Resources. Each Party affirms that its Exchange Students will have the necessary personal funding resources to meet fully their financial obligations as students. Each Party affirms that its participating students shall have health and accident insurance coverage to include costs of emergency evacuation and repatriation.

Section 4. Housing and Travel. The Host Institution will facilitate the arrangement of lodging for Exchange Students and faculty, but all expenses incurred for travel, lodging, and other incidental costs associated with the program (laboratory fees, special activity fees, etc.) shall be borne by each individual participant. Arrangements for other Party-to-Party payments may be negotiated as necessary and must be agreed to in writing by both Parties.

Section 5. Student Conduct and Academic Policy. While at the Host Institution, Exchange Students are subject to the student conduct and academic policies of the Host Institution for matters specifically related to their program. All Exchange Students shall adhere to all course load requirements for student visas under federal and state laws. Both Parties retain sole discretion to dismiss a student from the program at any time for failure to maintain appropriate standards of conduct according to the Host Institution’s policies and standards. Students so dismissed shall be deregistered from all classes, all tuition and fees shall be forfeited in accordance with the Host Institution’s policy, and the student so dismissed shall be expelled from student housing and escorted to the airport by a designated official. Neither Party is responsible for any fees due to the airline, which must be paid by the student or shall be charged to the Home Institution if the student does not have the necessary funds. Notice of such dismissal shall be sent to the Dean of Students, or equivalent office, at the student’s Home Institution.

Section 6. The Parties shall consult and establish the number of students to be exchanged as full-time, non-degree students under the provisions of this Agreement by April 1 of each year.

Section 7. The Parties retain at all times the ultimate authority over all admission and subsequent academic decisions respective to each. All Exchange Students from IPU must have the appropriate level of TOEFL (or alternative IELTS or MELAB) and other test scores required for their respective degree program. If it is determined that a student does not have a sufficient level of English proficiency, he/she will be required to undertake appropriate ESL education prior to formal admission to the program. Exemptions may apply for students primarily educated in English speaking countries or territories.

**ARTICLE IV: TERM AND TERMINATION**

This Agreement shall be effective upon its mutual signing and remain in effect for a period of five years, and may be amended or extended upon written agreement by both Parties. This Agreement may be cancelled by either Party in writing with 90 calendar days’ notice. In the event that the Agreement is not renewed or is terminated in any other way, any related activities in progress shall continue until the current Choose an item in which the termination takes place is completed.

**ARTICLE V: INDEMNIFICATION**

Section 1. IPU shall defend, indemnify and hold harmless California State University and FRESNO STATE, and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of IPU, its officers, subcontractors, assignees, appointees, agents, or employees.

Section 2: California State University and FRESNO STATE shall defend, indemnify and hold harmless IPU and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of FRESNO STATE, its officers, agents, or employees.

**ARTICLE VI: REPRESENTATIONS AND WARRANTIES**

Section 1. FRESNO STATE represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

Section 2. IPU represents and warrants that it (1) is an educational entity in good standing in the country of [foreign country] and has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

**ARTICLE VII: MISCELLANEOUS**

Section 1: No Agency. Nothing herein shall be construed to create an agency relationship between the Parties, or any employment relationships between the Parties for any faculty or staff member provided under the exchange program. The Parties are independent contractors and no legal relationship is intended by this Agreement.

Section 2: Compliance with Laws. The Parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder.

Section 3. No Incentive Benefits. The Parties certify that they have not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of FRESNO STATE, for the purpose of obtaining, or in connection with, this or any other agreement.

Section 4. Use of Logos, etc. Neither the Home nor the Host Institution shall use any identifying marks of the other without the express written permission of the other Party.

Section 5. Authoritative Version. The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

Section 6. Severability. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.

Section 7. Whole Agreement and Amendments. This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each Party. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.

Section 8. Force Majeure. Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by the California State University, or failure or delay in delivery by suppliers or delays in transportation.

Section 9. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state and federal courts located in the County of FRESNO, State of California. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each Party hereby waives any right it may have to assert the doctrine of forum *non conveniens* or similar doctrine or to object to venue or jurisdiction with respect to any proceeding brought in accordance with this paragraph, and stipulates that the state and federal courts located in the County of FRESNO, State of California shall have *in personam* jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Any final judgment rendered against a Party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

Section 10. Privacy. CSU and IPU shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. The CSU is, and IPU may be subject to various privacy, freedom of information and public records laws, and CSU and IPU agree that they will co-operate and provide all necessary assistance within the legal limits of each country in order to comply with these legal obligations.

Section 11. Insurance. **[The appropriate insurance provision(s) is/are to be inserted by the campus risk manager after consultation with Systemwide Risk Management]**

Section 12. Notices. All notices under this Agreement must be in writing and sent by prepaid airmail and electronic mail as follows:

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| --- | --- |
| To IPU: | [Name; Title]  [Address]  [Phone]  [e-mail] |
| To FRESNO STATE: | Russel D. Statham, M.B.A.  Manager of Administration and Global Operations  Division of Continuing and Global Education  5005 North Maple Avenue, M/S ED76  Fresno, CA 93740-8025  559.278.0333  rdstatham@csufresno.edu |

**ARTICLE VIII: CONCLUSION**

INTENDING TO BE LEGALLY BOUND**, by signing below, each Party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her Party to all of the terms and conditions of this Agreement.**

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| California State University, FRESNO STATE | International Partner University |
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| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_ |