# AGREEMENT FOR STUDENT EXCHANGE BETWEEN

# MICHIGAN STATE UNIVERSITY[*Name of College and Unit*]East Lansing, Michigan, U.S.A.

# AND

# *[NAME OF PARTNER INTERNATIONAL INSTITUTION*][*Name of college and unit*][*City and Country*]

Michigan State University (MSU), through its *[unit name]*, and *[partner international institution]* *[(acronym)]* through its *[unit name]*, agree to implement a Student Exchange Agreement in accordance with the terms set forth below. The purpose of this agreement is to enhance the educational experiences and the cultural understanding of students and faculty from both institutions.

## Student Exchange Criteria

It is agreed that:

1. The purpose of each student exchange is to enable students to take classes but not to study for a degree at the host institution. Courses passed at the host institution will normally be accepted for credit towards the degree at the candidate's home institution in which they are enrolled. It will be the responsibility of each participant in the student exchange program to obtain official approval from their own institution for courses taken at the host institution.
2. This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements, and understandings, whether verbal or in writing, are merged in this agreement.
3. Within the framework of this exchange, "home university" will mean the institution in which a student is formally enrolled as a degree candidate, and "host university" will mean the institution that has agreed to receive students from the home institution for a period of study on a non-degree basis.
4. The Academic year in the context of MSU means the academic year in the USA commencing August/September and ending in early May of the following year and in the context of [an acronym for partner international institution] means the academic year beginning in [month] and ending in [month]. Example: MSU has two primary semesters from August/September through December and January through early May, with an additional summer semester. [*International institution*] has [*number*] terms/semesters from [*beginning month*] through [*ending month*] in the first term/semester and from [*beginning month*] through [*ending month*] in the second term/semester.
5. Participants in the program initially will be drawn from [*undergraduate and/or graduate]* level in the *[unit name]* at MSU, and the [*undergraduate and/or graduate]* level in *[unit name*] at *[international institution]*, at the discretion of the two institutions. By addendum and with the written approval of the additional unit, the exchange can be extended to include other colleges and departments, as long as the principle of a balanced exchange is maintained.
6. Student participants will be screened for eligibility for admission by the home institution. Each university shall respect the admission requirements and enrollment constraints of the host institution. Participants will be subject to the standard rules, regulations, and enrollment constraints of the host university in the selection of courses.

This includes requirements for language proficiency. The language of instruction at MSU is English and at *[international institution]* is *[language]*. Students must be proficient in the language of the host institution in order to participate in the program. *[International institution]* students will need to have scored at least 79 on the TOFEL ibt exam with no subscore under 17. Alternatively, MSU will accept an IELTS score of 6.5 with no subscore below 6.0 (or the equivalent) at the time they apply to participate in the program. Admitted candidates will be allowed waivers with the approval of the host institution. The host institution shall have final authority on admission decisions. The obligations of the two institutions under this agreement are limited to exchange students only and do not extend to spouses and dependents.
7. During the term of this Agreement, MSU will exchange with *[international institution]*, a group of students on an asymmetrical basis. The parties agree that exchanges will be based on the number of "exchange credits" each party accumulates, on a rolling basis. *[International institution’s]* exchange credits will be the sum of the number of credits MSU students enroll for in with *[international institution’s]* in [*list semesters i.e. summer, fall, and spring*]. MSU's exchange credits will be the sum of the number of credits with *[international institution]* students enroll for in MSU's fall and spring semesters. The parties agree that for purposes of calculating exchange credits, exchanges occurring beginning in [*list academic year*]. Every effort will be made to maintain an evenly balanced exchange from year to year between MSU and *[international institution]*.
 — or —
Beginning in *[list academic year]*, and continuing for each year during the term of this Agreement, MSU will exchange with *[international institution]* a group of students on a one-for-one basis with students enrolled full-time as the measure of exchange according to the following equivalency: one semester student at *[international institution]* at [*x # number of credits for undergraduates*] = one semester student at MSU at [*x # credits for undergraduates*]. A maximum number of *[list number]* students each way, per academic year, will initially be exchanged. The maximum number of students for exchange each year may be amended by mutual agreement. Every effort will be made to maintain an evenly balanced exchange from year to year between MSU and *[international institution]*.
8. It is recognized, however, that circumstances may occasionally preclude an even exchange of students in a particular year; imbalances may, therefore, be carried forward from one year to the next with the provision that enrollment adjustments will be made in the following year to restore balance. MSU or *[international institution]* may refuse admission to additional incoming exchange students until the exchange balance is restored. Both institutions agree that over a five-year period, the balance will be achieved in the exchange of full-time students.
9. The departments/divisions involved in the exchange at the home university will provide academic counseling to ensure that the academic courses taken at the host institution are acceptable to the home institution. The host institution will provide course descriptions and syllabi to aid in course equivalency evaluation.
10. Academic achievement reports will be sent to the student's home university at the conclusion of each semester, not later than six weeks after the last day of final examinations. In most cases, this will be achieved through a university transcript, used at the discretion of the home institution. Participants may be asked to pay a fee to the host university for this service. At MSU, program participants must log into the Registrar’s Office system, using the log-in information they receive after admission to the program, to request issuance and release of the confidential information to the responsible people at the home university. Students are informed of this process in writing before the end of the program at MSU. At [*international institution*] participants must [*list requirements*].

## Student Responsibilities and Expenses

1. In the case of an imbalance, *[international institution]* may also send students to MSU on a study abroad/fee-paying basis through the American Semester Program. In this case, students will enroll as lifelong education students (LLE) at MSU and will continue to be enrolled at *[international institution].* Participating students will pay all academic fees and tuition to MSU.
2. MSU and *[international institution]* may host faculty-led study abroad programs at their campuses for the partner institution. In each case, the conditions for services will be agreed in writing in advance of the program and may require an additional addendum. While such programs will be run in the spirit of bilateral cooperation between the institutions, it is understood that costs will be met by the home institution.
3. MSU and *[international institution]* will require participating exchange students to register at their home institution and pay all academic fees and tuition to their home institution. Exchange participants will be exempted from paying such fees and tuition at the host institution.
4. The host institution will assist its guest students, to the fullest extent possible, in obtaining visas and other documents required by the government of the host country. In order to comply with U.S. government regulations, students from *[international institution]* will be required to provide a guarantee that they have the financial resources to meet all expenses. Upon submission of a satisfactorily completed form, MSU's Office for International Students and Scholars will provide the student with a DS 2019 form to apply for a J-1 Exchange Visitor Visa. In limited cases, students may be provided with a Form I20 to apply for an F-1 Student Visa.
5. Neither MSU nor *[international institution]* will be responsible for the costs of room, board, travel, or other personal expenses (including books). The parties acknowledge that they will require the participants to pay these costs.

Each university will assist arriving students to secure suitable housing for the period of time that they will be on the host campus.
6. Participants in the exchange will be personally responsible for purchasing appropriate health/medical insurance for the time period of their exchange experience. Students from *[international institution]*hosted by MSU will be required to purchase coverage from the MSU Student Health Insurance Plan (SHIP) in order to meet U.S. Government regulations and comply with MSU policy ensuring appropriate coverage. MSU students studying at *[international institution]*will carry international health insurance issued through International SOS and paid for as part of their Education Abroad program fee.
7. Participants in the exchange will be governed by the same regulations and performance standards that pertain to other students at the host university.

If the exchange student voluntarily withdraws or is dismissed for disciplinary reasons before the end of the course, it will be considered as a completed exchange from the Institution concerned. In addition, the host institution reserves the right to require the withdrawal of any student whose academic standing or conduct warrants such action. Students from *[international institution]* who are withdrawn from the exchange program may not be able to maintain their U.S. immigration status and may have to depart the U.S. The host institution will consult with the home institution before finalizing such action. The parties agree that there will be no replacement for students who do not complete an exchange.

## Legal Indemnities and Policies

1. No monetary consideration will be exchanged between the two institutions, nor will there be any indemnities, reimbursements for expenses, or sharing of fees or profits arising from the exchange.
2. The parties agree to indemnify and hold one another harmless from any and all claims by exchange participants, their parents, survivors, or agents, arising from any negligent acts or omission on the part of the indemnifying party or any of their employees. The relationship of MSU and the *[international institution]* under this agreement shall be that of independent contractors, and a party shall not be deemed, nor hold itself out as being, a partner or agent of the other party. Neither MSU nor *[international institution]* shall be liable for acts of the other, nor shall they be liable for the acts of students participating in the exchange.
3. The parties subscribe to a policy of equal opportunity and do not discriminate on the basis of age, color, disability, ethnicity, gender, gender identity, height, marital status, national origin, political persuasion, race, religion, sexual orientation, veteran status, or weight.
4. The parties agree that if a health or safety issue arises at the host institution that could potentially impact the health or safety of a guest student, to the extent permitted by law, the host institution will notify the home institution and will cooperate with the home institution by taking recommended or necessary actions to address the concerns of the home institution. Actions taken to address the health and safety of a guest student may include, but not be limited to, modifying the scope of the guest student’s activities, the return of the guest student to the home institution, or temporarily suspending the exchange between the parties.
5. The host institution will inform MSU students about any on-site support services, such as mechanisms for reporting sexual conduct complaints and bias incidents or accessing mental health services. [*Host institution*] agrees to support MSU students should such issues arise.

In fulfilling the terms of this agreement, [*host institution*] and MSU agree to work collaboratively and communicate effectively.
6. Both institutions, faculty, and students participating in the program will comply with applicable U.S. immigration regulations, export control, trade sanction, and similar regulations.

## Review, Contacts, Signatories

This Agreement is subject to review at the end of the first year and shall be effective for five years from the date of final signature. It shall be subject to revision, modification or renewal by a mutual written agreement. Either party may terminate the Agreement by written notice submitted at least 90 days in advance of the next academic semester. Either party may terminate this Agreement immediately if it is unable to perform its obligations under this Agreement because of acts, events, or other causes reasonably beyond its control. For clarity, the right to immediately terminate this Agreement includes if a party believes, in its sole discretion, that performance under this Agreement will violate any applicable laws or regulations. Activities in progress at the time of termination of this Agreement shall be permitted to conclude as planned unless otherwise agreed or if continuation of activities is prohibited by law. If the Agreement is not renewed by mutual consent, the Agreement will conclude at the end of the specified time period, or after activities in progress have concluded.

## Primary contacts for this agreement

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| **Michigan State University** | **[*International Institution*]** |
| Name: | [*info*] | Name: | [*info*] |
| Title: | [*info*] | Title: | [*info*] |
| Department: | [*info*] | Department: | [*info*] |
| Address: | [*info*] | Address: | [*info*] |
| Phone: | [*info*] | Phone: | [*info*] |
| Fax: | [*info*] | Fax: | [*info*] |
| E-mail: | [*info*] | E-mail: | [*info*] |

## Signatories for this agreement

|  |  |  |
| --- | --- | --- |
| **Michigan State University** |  | **[*International Institution*]** |
|  |  |  |  |  |
| Thomas D. Jeitschko | Date |  | [*Name*] | Date |
| Interim Provost |  |  | [*Title*] |  |
|  |  |  | [*College, school, unit*] |
|  |  |  |  |  |
|  |  |  |  |  |
| [*Name*] | Date |  | [*Name*] | Date |
| Dean |  |  | [*Title*] |  |
| [*College*] |  |  | [*College, school, unit*] |
|  |  |  |  |  |
|  |  |  |  |  |
| Titus Awokuse | Date |  | [*Name*] | Date |
| Vice Provost and Dean |  |  | [*Title*] |  |
| International Studies and Programs |  | [*College, school, unit*] |
|  |  |  |  |  |
|  |  |  |  |  |
| Opal Ellen Leeman Bartzis | Date |  | [*Name*] | Date |
| Executive Director |  |  | [*Title*] |  |
| Office for Education Abroad |  | [*College, school, unit*] |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Krista McCallum Beatty | Date |  |  |  |
| Director |  |  |  |  |
| Office for International Students and Scholars |  |  |  |