

Faculty Exchange Agreement Between Michigan Technological University And

CITY _____ COUNTRY _____

In recognition of the mutual benefits of scholastic interaction between them, and in the spirit of mutual cooperation and understanding, Michigan Technological University and

_____, agree to this international affiliation agreement ("Agreement") for the purpose of exchanging teaching faculty ("Exchange Faculty").

Within the framework of this exchange, "home university" will mean the institution in which a faculty is formally employed, and "host university" will mean the institution that has agreed to receive faculty from the home institution for a period of time.

Article 1: GOAL OF THE AGREEMENT:

The goal of this agreement is the exchange of teaching personnel between Michigan Technological University ("MTU") and _____ in order to enhance cross-cultural understanding, learning, and sharing of knowledge between the two institutions.

Article 2: BALANCE IN EXCHANGE:

Faculty exchanges will be on a one-to-one basis but exchanges need not be in the same semester(s).

Article 3: FACULTY EXCHANGE COORDINATION:

Each institution will appoint an exchange coordinator responsible for receiving and screening applications for exchanges, orientation for departing and incoming faculty, and general program administration. The Host Institution coordinator will provide assistance and information related to housing, in-country transportation, health insurance, and related concerns where possible.

Article 4: EXCHANGE FACULTY:

- a. No later than ninety (90) days before the start of each academic _____ (year/semester/session), the Host Institution will present a list of faculty members nomination for participation in the Program for the upcoming academic _____ (year/semester/session). The Host Institution reserves the right to approve such faculty. The Host Institution will confirm the final list of Exchange Faculty no later than _____ (____) months before the start of the academic (year/semester/session).
- b. Exchange Faculty will be employees of the Home Institution, and will be compensated by the Home Institution. In no event shall the Exchange Faculty be considered agents, employees or representatives of the Host Institution.
- c. Exchange Faculty will be fully qualified in all respects according to the standards of the Home Institution.
- d. The Home Institution will submit faculty credentials to the Host Institution prior to the beginning of each exchange.
- e. Exchange Faculty will be subject to the policies, rules and regulations of the Host Institution.
- f. Exchange Faculty must be proficient in the predominant language of the Host Institution.

Article 5: FINANCIAL OBLIGATIONS:

The host institution accepting a visiting faculty assumes no financial responsibilities. This includes employment, compensation, travel, transportation, local subsistence, health insurance, lodging and other expenses incidental to the visit related to instruction unless specifically offered in the letter of invitation. In the absence of an offer letter covering these costs, they will be assumed by the home institution or the visiting faculty.

All visiting faculty & their dependents must comply with mandatory medical insurance coverage as required by the policy of the host institution.

Article 6: EXCHANGE OF PUBLICATIONS AND INFORMATION:

Exchange Faculty will be bound by the intellectual property policies of the Home Institution unless agreed otherwise by both parties in writing.

Article 7: PERIOD OF APPOINTMENT:

The minimum period of appointment will be one semester. Exchange faculty appointments may be extended upon agreement by both parties.

Article 8: DUTIES AND RESPONSIBILITIES:

Exchange faculty will serve as full-time faculty members under the direction of the academic department at the host institution. They will be subject to general institutional policies, faculty regulations and workloads of the host institution.

Article 9: COMPENSATION AND BENEFITS:

The home institution will be responsible for paying the salary and benefits of exchange faculty members. The host institution bears no responsibility for providing funds to visiting faculty for any purpose other than those provided to its own faculty to support teaching, e.g., photocopying, telephone, and computer support. Except for salary and benefits, exchange faculty will be eligible for the usual faculty privileges by the host institution.

Article 10: IMMIGRATION ISSUES:

All exchange faculty and accompanying dependents must follow immigration policies of the host country, as well as deadlines and health insurance requirements for exchange faculty.

Article 11: RESPONSIBILITIES OF FACULTY:

- a. The visiting faculty will comply with immigration regulations of the host country.
- b. Exchange faculty shall report to the J-visa Coordinator and the host institution coordinator before the exchange begins.

Article 12: INDEMINIFICATION:

Each Party remains liable for all risks of personal injury and property damage caused by the negligent acts or omissions of that Party but subject to and reserving all applicable immunities granted by law or constitution to any Party. This clause is solely for the benefit of the parties to this agreement and in not intended to create any rights in any third party.

Each Party shall be deemed to be an independent contractor and shall not be liable for acts of the other, nor shall they be liable for the acts of any other participants in the exchange.

Article 13: EXTENSION, AMENDMENT OR TERMINATION OF THE AGREEMENT:

This agreement will be effective upon its mutual signing and remain in effect for a period of five (5) years. Renewal may be negotiated during the final year of the agreement. In the event that the agreement is not renewed, any research or related activities in progress at the time of termination of this agreement will continue until the agreed scope of work for the Research related activities have been completed.

This agreement may be terminated by any party at the end of any academic year upon ninety (90) day written notice to all other Parties to the agreement. This agreement may be amended or extended by mutual agreement of the Parties.

APPROVED FOR MTU

APPROVED FOR PARTNER

Title: Provost

Title: Provost

Title: President

Title: President or Rector

Date

Date