

**INTERNATIONAL STUDENT EXCHANGE AGREEMENT  
BETWEEN**

**MICHIGAN TECHNOLOGICAL UNIVERSITY  
Houghton, Michigan, U.S.A.**

**AND**

1

\_\_\_\_\_

\_\_\_\_\_ , \_\_\_\_\_

Michigan Technological University (Michigan Tech) and \_\_\_\_\_ (\_\_\_\_\_) agree to implement a Student Exchange Agreement in accordance with the principles and guidelines set forth below. The purpose of this agreement is to enhance the educational experience and the cross-cultural understanding of students and faculty from both institutions.

**Student Exchange Criteria**

It is agreed that:

**Article 1: Home and Host Institutions**

Within the framework of this exchange, "home institution" will mean the institution in which a student is formally enrolled as a degree candidate, and "host institution" will mean the institution that has agreed to receive students from the home institution for a period of study on a non-degree basis.

**Article 2: Taking Courses at the Host Institution**

The purpose of each student exchange will be to enable students to take classes at, but not to pursue a degree from, the host institution. Courses passed at the host institution will normally be accepted for credit towards the degree at the student's home institution. It will be the responsibility of each participant in the student exchange program to obtain pre-approval from his/her home institution for courses taken at the host institution.

**Article 3: Academic Year**

“Academic year” in the context of this agreement is defined as fall and spring semester/term and may include the summer session that follows the spring term. At Michigan Tech the fall semester begins in August/September, the spring semester begins in January, and the summer session begins in May.

---

<sup>1</sup> “Institution” can be interpreted to mean either a single institution or a consortium.

**Article 4: Admission Requirements**

Students 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. The host institution shall have final authority on admission decisions.

**Article 5: Language Proficiency**

Students must meet requirements of language proficiency for students whose first language is not that of the host institution. The language of instruction at Michigan Tech is English and at \_\_\_\_\_ is \_\_\_\_\_.

**Article 6: Full-time Enrollment Status**

Beginning in \_\_\_\_\_, and continuing for each year during the term of this Agreement, the parties will exchange students enrolled full time. The measure of exchange will be that one student-term/semester at \_\_\_\_\_ equals one student-term/semester at Michigan Tech.

Full time, for MTU, is defined thus:

Graduate students: 9 academic credits fall and spring; 1 academic credit summer

Undergraduate students: minimum of 12 academic credits

Full time, for \_\_\_\_\_ is defined thus:

Graduate students: \_\_\_\_\_

Undergraduate students: \_\_\_\_\_

**Article 7: Balance**

A maximum of [\_\_\_\_\_] students each way, per academic year, will be exchanged. The maximum number of students for exchange may be amended by mutual agreement. Every effort will be made to maintain an evenly balanced exchange from year to year.

It is recognized, however, that circumstances may preclude an even exchange of students in a particular year. Both institutions agree that over a five-year period, balance will be achieved in the exchange of full time students.

## **Article 8: Academic Advising**

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. It is the host institution's responsibility to provide foreign transcript evaluation services to exchange students.

## **Article 9: Academic Performance**

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 term, it will be considered as a completed exchange from the home institution. In addition, the host institution reserves the right to require the withdrawal of any exchange student whose academic standing or conduct warrants such action. The host institution will consult with the home institution before finalizing such action. The host institution will notify the home institution of the student's last date of attendance.

## **Article 10: Access to Academic and Social facilities**

Students shall be entitled to participate in any introductory or orientation courses or programs that may customarily be arranged for students at the host institution and shall have the same rights of access to academic and social facilities provided by the host institution as do host institution students.

Academic achievement reports will be sent to the student's home university at the conclusion of each semester generally within one, but in no case later than three, weeks after the last day of final examinations. In most cases, this will be a university transcript, to be used at the discretion of the home institution. By participating in an exchange, students are automatically authorizing the transmittal of this transcript.

## **Article 11: Financial Aid**

Financial aid will be processed (awarded, dispersed, reported, and records kept) and satisfactory academic progress will be monitored by the home institution. To facilitate the awarding of financial aid, the designated office at the host institution will convey to the home institution details about cost of education at the host institution, including tuition, fees, room and board, books, etc., as well as the applicable refund and repayment policies of the host institution. In addition, when requested by the home institution, the designated office at the host institution will provide confirmation of enrollment status to verify eligibility for financial aid.

If refund and/or repayment involving financial aid funds becomes necessary, the home institution will calculate the refund and repayment amounts.

## **Article 12: Visa Support Services**

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 US government regulations, participants who are not US citizens will be required to provide a guarantee that they have the financial resources to meet all expenses. Upon submission of a satisfactorily completed financial form, Michigan Tech's designated office/s will provide the student with a DS-2019 form to apply for a J-1 Exchange Visitor Visa. The partner institution will ensure that Michigan Tech's students comply with immigration regulations of the host country.

## **Article 13: Student Responsibilities and Expenses**

### **1. Registration and payment of tuition**

Michigan Tech and \_\_\_\_\_ will require participating students to register at their home institution and pay tuition to their home institution. Participants will be exempted from paying tuition at the host institution.

### **2. Payment of other Educational and Living Expenses**

Neither Michigan Tech nor \_\_\_\_\_ will be responsible for the costs of books, fees, equipment, room, board, travel, transportation or other personal expenses. The host institution will inform students, at the time of their acceptance, of the approximate costs they will be responsible for at the host institution.

### **3. Housing**

Each institution will assist participating students in securing housing for the period of time that they will be on the host campus; however, the cost of room and board will be paid by the student.

### **4. Health Insurance and Medical expenses**

Student participants will be personally responsible for purchasing the host institution's required health/medical insurance for the time period of their exchange. The host institution will assist incoming student participants in identifying available health insurance options

The exchange participant shall provide emergency contact information. In the event that an exchange participant is involved in a serious accident or other circumstance of grave nature, or is subject to disciplinary action, the host institution will immediately notify the home institution.

#### **Article 14: Exchange Liaison**

The academic units of the parties creating this agreement shall each identify an Exchange Liaison who shall be responsible for all matters relevant to the specific exchange agreement.

#### **Articles 15: Legal Indemnities and Policies**

1. Copyright ownership in its proprietary sense shall devolve upon the party whose personnel have carried out the work to be published, giving due recognition to those who have collaborated in the execution of the said work. Publications of various kinds (articles, pamphlets, etc.) as well as joint projects and diffusions that would be generated as a result of this instrument will be carried out by mutual consent. It is expressly understood that both parties may use the results obtained from the activities authorized by this agreement in their present works.
2. Intellectual property (IP) ownership shall be defined in the following manner:
  - a. Patents that include claims for subject matter developed solely by the HOST institution's students and/or faculty would be owned solely by the HOST institution.
  - b. Patents that include claims for subject matter developed jointly by the HOST institution's students and/or faculty and the HOME institution's students and/or faculty would be jointly owned by the HOST institution and the HOME institution.
  - c. Patents that include claims for subject matter developed solely by the HOME institution's students and/or faculty would be solely owned by the HOME institution.
3. 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.
4. 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 either university or any of their employees. The relationship of Michigan Tech and \_\_\_\_\_ 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 Michigan Tech nor \_\_\_\_\_ shall be liable for acts of the other, nor shall they be liable for the acts of students participating in the exchange.
5. Both institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, gender, age, marital status, ethnicity, religion, national origin, sexual orientation, or handicap.

The institutions agree that a student of the home institution who is a national of the country of the host institution will not be eligible to participate in the exchange without the permission of the host institution.

6. The obligations of the two institutions under this agreement are limited to exchange students only and do not extend to spouses and dependents.

7. Specific details not included in this student exchange agreement will be developed jointly and spelled out in a separate addendum to the present Agreement and approved by the appropriate university officials.

**Article 16: Review, Contacts, Signatories**

This Agreement is subject to review at the end of the first year and shall be effective for five academic years beginning [\_\_\_\_\_]. It shall be subject to revision, modification or renewal by mutual written agreement. Either party may terminate the Agreement by written notice submitted at least 90 days in advance of the next academic semester. Termination would not affect students already engaged in the Agreement. 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.

**Article 17: Limitation of Resources Committed**

The agreement does not create an obligation for either party to provide resources necessary to carry out any part of the agreement except as approved of the party responsible for providing these resources.

**Article 18: Additional Implementing Agreements**

The Parties may explore the possibility of the creation of additional exchange programs or other collaborations between various units of the two institutions. Such additions will be covered by developing a new exchange agreement between partners.

**Article 19: Primary Contacts for the Agreement**

Primary contractual contacts for this agreement are:

For Michigan Technological University: For \_\_\_\_\_:

Name: Name:

Address: Address:

Phone: Phone:

Fax: Fax:

E-mail: E-mail:

Exchange Liaison for this agreement is:

For Michigan Technological University:

For \_\_\_\_\_:

Name:

Name:

Address:

Address:

Phone:

Phone:

Fax:

Fax:

E-mail:

E-mail:

The agreement is established by Michigan Technological University and by \_\_\_\_\_  
\_\_\_\_\_ on the day \_\_\_\_\_ of \_\_\_\_\_ 200\_\_\_\_\_

**Signing for  
Michigan Technological University:**

**Signing for**  
\_\_\_\_\_:

\_\_\_\_\_  
\_\_\_\_\_, Provost

\_\_\_\_\_  
\_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_  
\_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date