

AGREEMENT FOR A STUDENT EXCHANGE PROGRAM BETWEEN

COLORADO STATE UNIVERSITY

AND

XXX UNIVERSITY

THIS AGREEMENT is entered into to be effective as of the 15th of September, 2012, by and between the Board of Governors of the Colorado State University System, acting by and through Colorado State University ("CSU") and XXX University (""), together, the "INSTITUTIONS." Either INSTITUTION may also be referred to as the HOST INSTITUTION (the institution receiving exchange students) and the HOME INSTITUTION (the institution sending students).

RECITALS

A. CSU is a major research and land grant university having a balanced program of research, teaching, public service and extension. The university offers a full spectrum of undergraduate and post-graduate degree programs through its colleges of Agricultural Sciences, Applied Human Sciences, Business, Engineering, Liberal Arts, Natural Resources, Natural Sciences, and Veterinary Medicine and Biomedical Sciences. It has a student enrollment approaching 27,000 and is located in Fort Collins, Colorado, USA.

B. ____ is a comprehensive university with ___ departments in the _____ and ___ major and minor programs. It is located in _____. Approximately _____ students are enrolled, including undergraduates and graduate students. XXX is approved by the State Education Commission of the XXXX to host foreign students, and it has instituted an International Office to provide education and living arrangements for students enrolled from overseas.

C. It is the purpose of the two INSTITUTIONS by this agreement to promote internationalization by stimulating and supporting intercultural exchanges between students from the United States and students from the XXXX.

D. Each INSTITUTION desires that its students have an opportunity to enrich their educational experiences by adding an international dimension to their studies through study outside their respective country. Further, it is the desire of each INSTITUTION to provide participating students new opportunities to broaden their perspectives and increase their awareness and understanding of other cultures and international issues.

E. The INSTITUTIONS desire to establish an exchange program in a broad range of fields of study. The exchange program will enable a student who has been registered full-time at his/her HOME INSTITUTION to take courses at the HOST INSTITUTION with a view to fulfilling some of the requirements for earning a degree at his/her HOME INSTITUTION.

F. Each INSTITUTION maintains a "study abroad program" for its students and is actively promoted to its students. In addition, each INSTITUTION will provide adequate support services to meet requirements of maintaining an active exchange.

The INSTITUTIONS agree as follows:

1. Student Eligibility

- a. Each HOME INSTITUTION may select students as candidates for study at the HOST INSTITUTION. All students so selected by the HOME INSTITUTION must meet the published admission requirements for reciprocal exchanges of the HOST INSTITUTION. The HOST INSTITUTION shall determine whether the selected students are finally admissible to that institution based on the application materials required in section 2: Student Files. They shall be citizens of the country where the HOME INSTITUTION is located or be a permanent resident thereof or a full-time student of the HOME INSTITUTION.
- b. Each student shall have completed the equivalent of at least one year of full-time studies in the program in which he/she is registered at the HOME INSTITUTION and remain registered in that program during his/her stay at the HOST INSTITUTION. The exchange will normally be between second or third-year undergraduates. Each student thereunder shall have an academic record equivalent to a cumulative GPA of 3.0 or better (on a 4 point scale) at CSU, or a comparable grade average at XXX, and meet any other special requirement of the HOST INSTITUTION. Any exceptions to these requirements must be approved in advance by the HOST INSTITUTION.
- c. The number of students selected for exchange will be agreed upon each year based on written communications between the two INSTITUTIONS no later than four months prior to the beginning of the academic year. It is anticipated that this number will generally range between 2 to 4 students per year. These exchanges will be on a one-for-one basis, but a temporary imbalance may be permitted, subject to the agreement in advance by both institutions, and subject to achieving parity of numbers within one year of the initial exchange. Exchange balances which fall out of balance by more than 2 semesters or 1 academic year may be restricted from sending or receiving students until the balance is rectified again.

Each INSTITUTION will recommend students for the program based upon the following guidelines:

- a. CSU may accept full-time XXX student(s) in CSU's undergraduate program for one semester or for one full academic year.
- b. XXX may accept full-time CSU student(s) for one semester or for one full academic year.
- c. Either INSTITUTION may send student(s) for one semester rather than for one full academic year. In such case, two students for one semester shall be equivalent to one student for one full academic year.
- d. If CSU students elect to participate in XXX's summer exchange program, then an exchange ratio of ___ semester to ___ summer students will be honored with the expectation that each CSU student will receive the equivalent of ___ U.S. credits for their summer studies. As with a regular semester exchange, XXX tuition will be waived in exchange for a ratio of reciprocity for XXX students studying at CSU. Students on this summer program will be expected to pay for all other program fees related to accommodation, meals and excursions based on the processes outlined by XXX.

- e. If XXX students elect to participate in the summer exchange program at CSU, then an exchange ratio of 1 semester to 4 summer students will be honored with the expectation that each XXX student will receive the equivalent of 3 U.S. credits for their summer studies. If XXX students elect to take more than 3 credits at CSU, then the exchange ratio will be adjusted based on the numbers of credits taken. As with a regular semester exchange, XXX tuition will be waived in exchange for a ratio of reciprocity for CSU students studying at XXX. Students will be expected to pay for all other program fees related to accommodation, meals and excursions based on the processes outlined by CSU.
 - f. Either INSTITUTION, in any given year, may have no students (or not accept any students candidates from the other INSTITUTION) for participation in the program.
 - g. Candidates will be selected early enough in the academic year so that the items called for in paragraph 2 below can reach those responsible for the Exchange Program at the respective INSTITUTION no later than four months prior to the commencement of the course of study.
2. Student Files Upon written permission of the student, and no later than four months prior to the beginning of the academic year, each INSTITUTION shall forward to the other INSTITUTION the files of the candidate, each file containing the following:
- a. the application form for the Exchange Program;
 - b. a copy of the candidate's academic record at the HOME INSTITUTION;
 - c. a letter in English from the candidate explaining why he or she has applied to the Exchange Program and his/her educational objectives;
 - d. a recommendation from the candidate's academic advisor or department head, together with approval of his/her program of studies;
 - e. an attestation to the effect that the candidate has the financial resources required to obtain a student or exchange visitor visa.
 - f. All files provided to the participating INSTITUTIONS shall remain subject to the Family Rights and Educational Privacy Act and **any required laws in the host country** and each INSTITUTION agrees to comply with such requirements (Appendix A).

3. Academic Regulations

- a. Students remain registered as full time students at their HOME INSTITUTION.
- b. All students shall study full-time for no less than one semester and no more than one academic year at the HOST INSTITUTION in a program of studies approved by the HOME INSTITUTION.
- c. All students shall be subject to the same academic regulations regarding class performance as pertains to regularly enrolled students at the HOST INSTITUTION. Likewise, students shall be subject to all HOST INSTITUTION regulations regarding academic honesty, campus behavior, discipline, or other matters.

- d. All students who fail to maintain a minimum 2.0 on a 4.0 scale grade point average (CSU) or a C grade average (XXX) or who earn one or more F grades during any semester in the program will be dismissed from the program by the HOST INSTITUTION and may not re-enroll in the program.
- e. Dismissal of a student under 3.d. of this paragraph will not be a basis for requiring any refunds of monies by the HOST INSTITUTION to the HOME INSTITUTION if monies have already been expended on behalf of the student.

4. Financial Conditions

All participating students will pay tuition and general university fees to the HOME INSTITUTION before departure. Participating students will not be charged tuition and general university fees by the HOST INSTITUTION, except that each individual student must pay any laboratory or course-specific fee as identified by the HOST INSTITUTION'S published course information. These payments shall be considered by each HOME INSTITUTION as full payment for charges for the student's counterpart from the other INSTITUTION. This exchange is specifically designed for undergraduate students; only regular undergraduate tuition will be paid by CSU. All funds collected from students by the HOME INSTITUTION remain the property of the HOME INSTITUTION upon the termination of the exchange.

- a. The student shall pay charges for housing and meals to the HOST INSTITUTION.
- b. CSU students shall be provided housing and food at XXX as follows:
_____.
- c. XXX students shall be provided accommodations in one of CSU's residence halls with a roommate selected by CSU. XXX students assigned to the residence halls are required to purchase a CSU meal plan.
- d. During extended academic recess of an INSTITUTION (i.e.: holidays, winter and spring break periods, etc.), housing and meal expenses shall be borne by the students.
- e. Except as specifically provided herein, each party shall be solely responsible for its own costs in implementing their respective responsibilities under this Agreement, and neither party has any obligation to pay any money to the other for any reason.

5. Transportation Each student must provide his/her own transportation to/from the HOST INSTITUTION and at the HOST INSTITUTION.

6. Medical Treatment Students will be entitled to receive the same medical treatment from the HOST INSTITUTION as is provided by such INSTITUTION to its regular students. However, hospital and all other medical expenses shall be the sole responsibility of each student. To the extent allowed by law, a HOST INSTITUTION may require that students attending the INSTITUTION have insurance to cover medical expenses while at the HOST INSTITUTION. XXX students will be required to show proof of health insurance as mandated by U.S. immigration law.

7. Other Expenses Each student shall be responsible for all expenses not specifically detailed in this agreement. These expenses shall include without limitation: housing

and meal expenses during periods of extended academic recess (i.e.: holidays, winter and spring break periods, etc.), passport and visa expenses, university SEVIS fees, excess baggage shipment and storage, independent travel, and all personal expenses including, but not limited to, telephone charges, internet access in the residence halls, bedding, books, clothing, and toiletries. Each student shall be solely responsible for all costs and expenses of any dependent(s) who may accompany the student.

8. Academic Records Upon the student's written consent, the record of each student's academic performance shall be sent by the HOST INSTITUTION directly to his/her HOME INSTITUTION at the conclusion of each semester. However, it shall be the sole responsibility of the HOME INSTITUTION to decide how many credit units a student may actually receive from his/her HOME INSTITUTION on courses taken at the HOST INSTITUTION. An academic record could be held if the participating student owes the HOST INSTITUTION money.
9. Term This agreement shall continue for five years, beginning on _____ and terminating on _____. This agreement may be terminated at any time without cause by either INSTITUTION upon six months prior written notice duly signed by the program representative (as identified in the following paragraph) of the notifying INSTITUTION. Any students participating in the exchange in the event of termination of this Agreement, shall be permitted to complete the term of their scheduled stay and reporting of their academic performance would be transmitted to the HOME INSTITUTION. This agreement may be renewed by the parties upon mutual written agreement for an additional five year term. This agreement may be amended upon mutual written agreement of the parties.
10. Representatives The following individuals have been designated as the contacts for the respective INSTITUTIONS. The representative for XXX shall be **person, address;** and the representative for CSU shall be Laura Thornes, Director of Study Abroad, Office of International Programs, 1024 Campus Delivery, Colorado State University, Ft. Collins, Colorado 80523-1024, USA
11. Default Should either party violate or omit to perform any duty or obligation imposed upon it by the terms of this Agreement, the other party may terminate this Agreement upon prior written notice to the defaulting party. Any students participating in the exchange in the event of termination of this Agreement, shall be permitted to complete the term of their scheduled stay and reporting of their academic performance would be transmitted to the HOME INSTITUTION. This agreement is between CSU and XXX and should not be construed so as to create any rights for third parties or third party beneficiaries.
12. Force Majeure Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement by reason of any circumstance beyond its reasonable control, including without limitation, fire, explosion, power failure, acts of God; war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts; then the party thereby affected shall be excused from its performance on a day-to-day basis to the extent of such interference.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below to be effective as of the date first set forth above.

Board of Governors of the Colorado State University System acting by and through Colorado State University:

By: _____

Date: _____

Dr. James A. Cooney
Vice Provost of International Affairs
Office of International Programs
Colorado State University

XXX University

Date: _____

By:
Title:

Reviewed:

By: _____

Laura Thornes
Director, Study Abroad
Office of International Programs
Colorado State University

By: _____

Linda Schutjer
Senior Legal Counsel
Colorado State University

Appendix A

The Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (20 USC 1232g) is a federal law sometimes referred to as FERPA or the Buckley Amendment. Under FERPA, the University may not disclose personally identifiable information from a student's educational record, even to the student's parent or spouse, without the student's prior written consent (except under limited circumstances). Information protected under FERPA includes virtually everything in the University records about a student during the period of their enrollment, unless expressly exempted by the law. The FERPA takes precedence over the Colorado Open Records Act with respect to student educational records. An exception to this general rule permits the disclosure of directory information, as more fully set forth in the "Students' Educational Records" section of the Colorado State University General Catalog.

Under FERPA a student's social security number (SSN) cannot be disclosed without the consent of the student nor can it be used to post grades. Class rosters containing names and social security numbers should not be distributed or posted. Further, posting of SSN's is not permitted even if:

- (a) The information posted does not include names (only SSN and a grade); or
- (b) the list of SSN's is scrambled so they do not appear in alphabetical order.

In order to comply with FERPA, faculty are advised to use alternative means of accomplishing the posting of grades, which alternatives may include the deletion of sufficient digits of the SSN so that it cannot be used except by the person who knows the entire number and/or the use of a confidential, professor-assigned identifier. Finally, materials containing personally identifiable student information, such as tests and papers, must be returned in a controlled manner that reasonably prevents third party scrutiny.

In addition, before releasing protected information on the basis of a court order or subpoena, FERPA requires the University to notify the student except in limited circumstances. Judicial orders or subpoenas for student records should be immediately forwarded to the appropriate records custodian for appropriate response.

It is the policy of Colorado State University and the responsibility of colleges, departments, and faculty to comply with FERPA. Violation of FERPA may expose the University and its personnel to the loss of federal funding and/or damages for civil rights violations.

Excerpted from: COLORADO STATE UNIVERSITY - ACADEMIC FACULTY AND ADMINISTRATIVE PROFESSIONAL MANUAL, Section I.2, Fall, 1999.