

**Agreement for Student Exchange Program and Optional Co-op Work  
Between**

\_\_\_\_\_  
**and  
North Carolina State University**

This Agreement for Student Exchange Program (“Agreement”) is entered into as of the date of the last signature below by and between North Carolina State University (“NC State”) in Raleigh, North Carolina, USA, and \_\_\_\_\_ in \_\_\_\_\_ . NC State and \_\_\_\_\_ agree to establish a reciprocal student exchange program for the educational and cultural enrichment of both universities under the following terms:

1. Each institution agrees to exchange individual students for a semester or an academic year, ideally on a one-for-one basis.
2. During the term of this Agreement, each university may send up to \_\_\_\_\_ (\_\_\_\_) student per calendar year, including graduate students, to be enrolled at the other university. The number of students may be modified from time to time by mutual agreement. Parity in the number of exchange students is required over the term of this Agreement; however, allowance can be made for small imbalances on a semester or annual basis. Such an imbalance should not exceed the equivalent of three (3) student-years and shall be resolved by the end of the period of agreement as set forth in paragraph 16 below.
3. Students participating in this exchange shall be exempt from paying any tuition and regular academic fees that normally apply to all students to the host institution. Students shall pay whatever fees are required of them by their home institution in order to participate in the program, as well as any special fees that may apply to them at the host institution. An example of a special fee is the computer fee of \$45, which only students in the NC State College of Engineering must pay. The host institution must provide information regarding such special fees in advance.
4. Under the terms of this Agreement each university shall make reasonable efforts to assist participating students to find suitable housing. The payment of such housing together with the payment for all travel, medical insurance, medical costs not covered by insurance, food, subsistence costs, books and other educational materials, shall be the sole responsibility of the individual students participating in the program. Neither home nor host university shall be held liable for any such charges. Students selected shall satisfy the home university that they have adequate funds for transportation to and from the host university and for subsistence during their period of exchange. Students must also provide any financial documentation required by the host university for visa purposes. Obtaining and maintaining appropriate visa status is the responsibility of the student, however the host institution will provide documentation and forms as necessary.
5. Participating students will be selected by their home institution on the basis of the following criteria. There may be exceptions in appropriate cases.

The students shall:

- a. Be citizens or permanent residents of the country of their home university, or hold a valid temporary resident visa for that country.
- b. Have completed at least one (1) year of full-time study at the home institution.
- c. Have good to excellent academic performance records.
- d. Meet all specific requirements set down by the home university and host university, including language proficiency as specified by the host institution. TOEFL scores are required by NC State for visiting exchange students who are non-native speakers of English. For undergraduate students only, the International English Language Testing (IELTS) and Cambridge First Certificate may be substituted for the TOEFL.

6. Under the terms of this Agreement, participating students are required to meet the admissions requirements of the host university. The Universities will make every effort to forward applications for exchange at least four (4) months before the start of the academic term. Each university reserves the right to reject candidates, in which case further candidates may be proposed. The exact program of study will be determined by the student with the approval of academic advisers at both the home and host institutions.

7. Exchange students may apply to any academic program offered at the host institution, but the host institution reserves the right to exclude students from programs with restricted enrollment. All students will remain enrolled as regular degree candidates at the home institution and will not be enrolled as candidates for degrees at the host institution. Credits toward the students' degrees are to be awarded by the home institution. Students are expected to maintain the equivalent of a full-time course load at the host institution.

8. Students from \_\_\_\_\_ may be eligible to participate in a cooperative education work experience immediately following one (1) semester as a visiting exchange student. NC State will issue a DS-2019 to each eligible student from \_\_\_\_\_. This will allow the student to apply for a J-1 exchange visitor visa, under which academically related work is permitted. The cooperative education work experience does not count toward the exchange balance as described in paragraph 2 above. Details are as follows:

- a. Because it is considered an integral part of a student's academic program, both an NC State faculty adviser in the student's department and the NC State Cooperative Education Office ("CO-OP") will agree to monitor the student's participation in the internship.
- b. The student must plan and indicate a desire to participate in the cooperative education option in advance of arriving at NC State and cannot be added on at the end of

an exchange term. The specific location for the co-op experience does not have to be determined before arrival, but the student must receive both an offer letter from the employer and an authorization letter from the NC State Office of International Scholar and Student Services (OISSS) before beginning employment. The student must pick up a J-1 Academic Training procedural handout from the OISSS some time during the exchange semester. The Academic Training must be authorized no later than the expiration of stay as listed on the Form DS-2019. If no employment is located and authorized by this time, there is no possibility of authorizing a co-op work experience.

c. The co-op experience must be directly related to the field of study the student has been pursuing, both at NC State and at \_\_\_\_\_. The student must have been making good academic progress (i.e., minimum GPA of 2.5 undergraduate or 3.0 graduate, with a full load of classes at NC State, defined as 9 hours for graduate students and 12 hours for students classified as undergraduates), must have maintained lawful non-immigrant status (i.e., not engaged in unauthorized employment, be maintaining acceptable medical health insurance, etc.), and have the written recommendation from the NC State faculty adviser.

d. The co-op work assignment may not be longer than the actual length of time the student was enrolled at NC State as full-time student. An appropriate extension of stay, which will require proof of adequate funding, will need to be made by the OISSS on a new form DS-2019. Employment may not begin until written authorization from the OISSS is given. OISSS (i.e., the “Responsible Officer” of NC State’s J-1 Exchange Visitor program) reserves the right to approve or not approve all such requests for co-op work experience.

e. The \_\_\_\_\_ student who wishes to study full-time at NC State for one (1) semester and then to engage in a one-(1) semester co-op shall complete a Study Abroad application and submit it to the Study Abroad Office (“SAO”) along with a letter from the student’s academic adviser at \_\_\_\_\_ recommending that the student participate in a one (1)-semester course of studies and a one (1) semester (or less) co-op which is integrally related to the degree objectives and requirements at \_\_\_\_\_. Upon receipt of the application, an acceptable Certificate of Financial Responsibility, and all other required materials, the SAO and OISSS will issue a DS-2019. The student will enroll in a full load of courses during the Fall and at some mid-point during the semester speak with both an adviser at OISSS and meet with an adviser of the CO-OP office to arrange the co-op placement. If assistance is needed in securing a co-op assignment, the CO-OP office will assist. \_\_\_\_\_ students shall pay the current CO-OP fees (approximately \$430, subject to change). The actual employment authorization will be issued by the OISSS upon receipt of the NC State faculty adviser’s recommendation, a completed Cooperative Education International Student Approval Form, the student’s Academic Training application (available at OISSS), and the “offer letter” from the company which details the purpose of the co-op assignment, beginning and ending dates.

9. The cooperating institutions will provide each other with adequate information on the performance of participating students, including a transcript (or its equivalent) as soon as practicable after the students' completion of the exchange.

10. Students participating under the terms of this Agreement shall be subject to the rules, regulations, and codes of conduct of the host institution. The host institution shall have the right to terminate the exchange program with respect to any student who violates the host university's policies or rules.

Exchange students will have the rights and privileges enjoyed by other students on the host campus. In addition, neither institution may discriminate (as defined by United States laws) against a student on the basis of race, color, religion, sex, disability, national origin, sexual orientation, age, or veteran's status.

11. Students participating under the terms of this Agreement shall be entitled to participate in any introductory courses or programs that may customarily be arranged for foreign students at the host institution.

12. The Study Abroad Office at NC State and the \_\_\_\_\_ at \_\_\_\_\_ shall be responsible for the administration of this exchange program. All notices under this Agreement shall be delivered in writing, signed by the party giving the notice, to

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Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Website: \_\_\_\_\_

NC STATE UNIVERSITY  
Ingrid R. Schmidt  
Director of Study Abroad  
2751 Cates Avenue  
315 FYC Commons  
Campus Box 7344  
Raleigh, NC 27595-7344, USA  
Tel: 1 (919) 515.2087  
Fax: 1 (919) 515.6021  
Email: [ingrid\\_schmidt@ncsu.edu](mailto:ingrid_schmidt@ncsu.edu)  
<http://studyabroad.ncsu.edu>

13. Students shall provide proof of adequate health insurance effective for the duration of their exchange program, under terms to be specified by each host institution, before traveling to the host institution. \_\_\_\_\_ students at NC State shall be required to enroll in the NC State University Health Insurance Plan and be responsible for payment of the premium in full at the time of registration. NC State students at \_\_\_\_\_ will be required to purchase the University of North Carolina System Health Insurance Plan for Study Abroad, or to show proof of equivalent coverage.

14. The relationship of the parties to this Agreement is that of independent contractors.

15. This Agreement may be modified at any time in writing signed by both parties.

16. This Agreement shall take effect as of the 20\_\_-20\_\_ academic year and be valid for a period of five (5) years. During the fourth year, renewal for an additional five (5) year period will be considered. Either university may, by notice in writing of no less than six (6) months, terminate this Agreement. However, any students who have commenced their exchange experience at either university at the date of termination may complete their courses of study. If an imbalance exists in the number of students exchanged, the deficit institution shall accept students until the imbalance is eliminated, or until the sending institution releases the receiving institution from its obligation to accept any further students.

17. Neither party may assign any of its rights or delegate its duties under this Agreement without the written consent of the other party.

18. \_\_\_\_\_ shall indemnify and save harmless NC STATE, its officers, its agents, and its employees from all loss, cost, and expense arising out of any liability or claim of liability for injury or damages to persons or property sustained or claimed to have been sustained by any one whomsoever, by reason of the performance of this Agreement, by any act or omission of \_\_\_\_\_ or any of its officers, agents, employees, guests, patrons, or invitees. \_\_\_\_\_ shall pay for any and all damage to the property of NC STATE, or loss or theft of such property, done or caused by such persons.

19. The State or NC STATE auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with North Carolina General Statute §147-64.7 and Session Law 2010-194, Section 21.

20. If NC State provides the \_\_\_\_\_ with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-133.20(b) or any other legally confidential information, \_\_\_\_\_ hereby certifies that collection of this information from NC State is necessary for the performance of \_\_\_\_\_'s duties and responsibilities on behalf of NC State under this Contract. \_\_\_\_\_ further certifies that it shall maintain the confidential and exempt status of any social security number information, as required by N.C.G.S. §132-1.10(c)(1), and that it shall not re-disclose personally identifiable information as directed by State and Federal laws. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with \_\_\_\_\_ for a period of at least five (5) years from date of violation. If \_\_\_\_\_ experiences a security breach, as defined in N.C.G.S. §75.61(14), relating to this information, in addition to the \_\_\_\_\_'s responsibilities under the NC Identity Theft Protection Act, \_\_\_\_\_ shall immediately notify NC State with the information listed in N.C.G.S. §75-65(d)(1-4) and shall fully cooperate with NC State. \_\_\_\_\_ shall indemnify NC State for any breach of confidentiality or failure of its responsibilities to protect confidential information. Specifically, these costs may include, but are not limited to, the cost of notification of affected

persons as a result of its unauthorized release of NC State data provided to \_\_\_\_\_ pursuant to the Contract.

21. NC State has determined that \_\_\_\_\_ is a school official with a legitimate educational interest under the Family Educational Rights and Privacy Act (“FERPA”). If NC State provides the \_\_\_\_\_ with “personally identifiable information” from a student’s education record as defined by FERPA, 34 CFR §99.3, \_\_\_\_\_ hereby certifies that collection of this information from NC State is necessary for the performance of \_\_\_\_\_’s duties and responsibilities on behalf of NC State under this Contract. \_\_\_\_\_ further certifies that it shall maintain the confidential status of education records in their custody, and that it shall not re-disclose personally identifiable information as directed by FERPA. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with \_\_\_\_\_ for a period of at least five (5) years from date of violation. If \_\_\_\_\_ experiences a security breach relating to this information or if \_\_\_\_\_ re-discloses the information, \_\_\_\_\_ shall immediately notify NC State. \_\_\_\_\_ shall indemnify NC State for any breach of confidentiality or failure of its responsibilities to protect the personally identifiable information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of NC State data provided to \_\_\_\_\_ pursuant to the Contract.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on the date(s) indicated below:

NORTH CAROLINA STATE UNIVERSITY

UNIVERSITY

Provost and Executive Vice Chancellor

Vice Chancellor and President

\_\_\_\_\_  
Dr. Warwick Arden

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_