

STUDENT EXCHANGE PROGRAM AGREEMENT

THIS STUDENT EXCHANGE PROGRAM AGREEMENT (“Agreement”) is entered by and between **North Carolina State University** (NC State) in Raleigh, North Carolina, USA, and _____, located in _____. NC State and _____ may be referred to collectively in this Agreement as the “Institutions” or each individually as an “Institution.” NC State and _____ agree to establish a reciprocal student exchange program for the educational and cultural enrichment of both Institutions under the following terms:

1. **DURATION OF EXCHANGES**

Each Institution agrees to exchange individual students for a semester or an academic year, ideally on a one-for-one basis.

2. **BALANCE IN STUDENT NUMBERS**

Each year during the term of this Agreement, each Institution may send up to _____ students each, including graduate students, to be enrolled at the other Institution. The number of students may be modified from time to time by mutual agreement. Parity in numbers of exchange students is required over the term of this Agreement. However, each party should be prepared to consider a disparity in any given semester or year during the term of the agreement. An imbalance should not exceed the equivalent of three (3) student-years. Any imbalances shall be resolved by the end of the period of agreement as set forth in paragraph 16 below.

3. **TUITION**

Students participating in this exchange shall be exempt from paying to the host Institution any tuition and regular academic fees which normally apply to all students. However, they 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. Information regarding such special fees must be provided by the host Institution in advance.

4. **OPTIONAL FINANCIAL ASSISTANCE**

There is no expectation or obligation for the host Institution to provide financial assistance to incoming students. However, if the host Institution wishes to provide financial assistance (for example a grant, stipend or scholarship) to a student, the host Institution must notify the home Institution in writing of the source and amount of such funding.

5. **OTHER EXPENSES**

Each Institution shall make a reasonable effort to assist students participating under the terms of this agreement in finding suitable living accommodations. The payment of such housing together with the payment for all travel, medical insurance, medical costs not covered by insurance, books and other educational materials, and food and subsistence costs shall be the responsibility of the individual students participating in the program and neither Institution shall be held liable for such charges. Students selected shall satisfy the home Institution that they have adequate funds for transportation to and from the home Institution and for subsistence during their exchange stay. Students must also provide any financial documentation required by the host Institution for visa purposes. The host Institution will provide the necessary forms; however, obtaining and maintaining appropriate visa status is the responsibility of the student.

6. **ELIGIBILITY**

Participating students will be selected by their home Institution on the basis of the following criteria, although there may be exceptions in appropriate cases. The students should:

- a. Be citizens or permanent residents of the country of their home Institution, 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; and
- d. Meet all specific requirements set down by the home Institution and host Institution, 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) may be substituted for the TOEFL.

7. **SELECTION**

Participating students seeking admission to the host Institution under the terms of this Agreement shall meet the admissions requirements of the host Institution. Each Institution will make every effort to send to the other the applications for exchange at least four months before the start of the academic term. Each Institution 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 mutual approval of his or her supervisors or academic advisers at the home Institution and the host Institution.

8. **ACADEMIC STATUS**

The exchange students may apply to any academic program offered at the host Institution, but the host Institution reserves the right to exclude students from restricted enrollment programs. 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.

9. **EVALUATION**

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

10. **RIGHTS AND RESPONSIBILITIES**

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 Institution'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, age, or veteran's status.

11. **ORIENTATION**

Students participating under the terms of this exchange 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. **CONTACT PERSON AND NOTICES**

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

Institution: _____
Director: _____
Department: _____
Address: _____

Campus Box: _____
City/Region: _____
Country: _____
Tel: _____
Fax: _____
Email: _____
Website: _____

NC State
Kim Priebe, Director
Study Abroad Office
2751 Cates Avenue
315 University College Commons
Campus Box 7344
Raleigh, North Carolina 27695-7344
United States of America
Tel: 1 (919) 515 2087
Fax: 1 (919) 515 6021
Email: kspriebe@ncsu.edu
<http://studyabroad.ncsu.edu>

13. **INSURANCE**

Students will be required to 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.

14. **INDEPENDENT CONTRACTORS**

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

15. **MODIFICATION**

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

16. **TERM AND TERMINATION**

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-year period will be considered. Either Institution 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 Institution at the date of termination may complete their courses of study. If an imbalance exists in the number of students exchanged, the deficit Institution is obliged to accept students until the imbalance is eliminated.

17. **CONFIDENTIALITY**

The Institutions agree that personally identifiable information such as social security numbers and education records of the students shall be maintained in a confidential manner and shall not be released except to school officials with a legitimate educational interest or as allowable by applicable law.

18. **ASSIGNMENT**

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

19. **FORCE MAJEURE**

In the event that the performance of the obligations under this Agreement is prevented by reason of Force Majeure, the Institutions are released from their obligations and neither Institution shall be responsible for any damages sustained and have no further recourse against the other Institution. Force Majeure shall mean fire, earthquake, hurricane, flood, act of God or other natural disasters, epidemics or pandemics, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or

governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the Institutions.

20. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which will constitute an original, but all of which together will constitute one instrument.

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

NORTH CAROLINA STATE UNIVERSITY

Name: _____
Title: _____
Signature _____
Date _____

Name: _____
Title: _____
Signature _____
Date _____