Contract # \_\_\_\_\_\_\_\_



Student Exchange Agreement

Between

The University of Virginia, Charlottesville (U.S.A.)

**and**

# [Institution Name] (Country)

This Student Exchange Agreement (“Agreement”) is made by and between The Rector and Visitors of the University of Virginia [Add if applicable: for the University of Virginia School of \_\_\_\_\_\_\_\_\_] (“UVA”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“\_\_\_\_\_”) (each hereinafter an “Institution”).

**WHEREAS**, the Institutions mutually desire to enter into an Agreement to set forth the terms and conditions of a student exchange program between the two Institutions;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Institutions agree as follows:

1. Each Institution agrees to accept no more than [Number] (#) full year or [Number] (#) single semester student exchange participants (“Exchange Students”) annually from the other Institution. The Exchange Students will enroll as full-time visiting undergraduate or graduate students in the host Institution for at least one academic semester and no longer than one academic year.

2. In accordance with the provisions of Virginia Code §23.1-611, the Institutions will strive to exchange an equal number of Exchange Students annually and agree to achieve a precise balance of Exchange Students during the three years covered by this Agreement. By the end of the sixth semester covered by this Agreement, the number of Exchange Students from each Institution will be equal.

3. Each Institution will be responsible for selecting and recommending Exchange Students from among its students based on the following criteria: excellent communication skills in the language of instruction at the host Institution (e.g., English at UVA), personal and scholarly flexibility and adaptability, academic excellence, and cultural sensitivity.

4. Exchange Students will have reasonable access to courses normally available to students at the host Institution and will receive guidance and advising from a specified member of the faculty of the host Institution.

5. This Agreement provides for the admission and enrollment of Exchange Students in the following schools of UVA only and/or for their registration in undergraduate courses offered by these schools: College of Arts and Sciences, School of Engineering and Applied Science, School of Architecture, and Curry School of Education. Reasonable efforts will be made by UVA to admit and enroll Exchange Students in these schools and/or to facilitate their registration in courses offered by these schools. However, UVA cannot guarantee access to these schools and/or to particular courses offered by them, as the courses may be filled or unavailable. This Agreement does not provide for the admission or enrollment of Exchange Students in the graduate programs of the Graduate School of Arts and Sciences, the School of Engineering and Applied Science, the School of Architecture, or the Curry School of Education. Exchange Students may be permitted to register for graduate-level courses in these schools and to receive graduate-level credit for them, although the permission of the instructor may be required.

6. This Agreement does not provide for the admission or enrollment of Exchange Students in the following schools of UVA, nor does it allow for their registration in any of the graduate or undergraduate courses offered by these schools: School of Medicine, School of Nursing, School of Law, Darden School of Business, and McIntire School of Commerce.

7. Exchange Students will pay tuition and academic fees at their respective home Institutions and will not be required to pay tuition and academic fees at the respective host Institution.

8. Exchange Students will bear the cost of international travel and domestic travel and transportation, room and board, and all personal expenses, including mandatory medical insurance.

9. Exchange Students will be required to carry the minimum level of medical insurance required both by the terms of their immigration status and by their host Institution. Before starting their program at the host Institution, they will provide proof that their insurance coverage will cover the costs of health care during the entire period of the exchange.

10. While each Institution will assist Exchange Students in making arrangements for suitable lodging, ultimate responsibility for procuring lodging lies with the individual Exchange Student.

11. Each Institution will award grades and academic credits based on the academic performance of each Exchange Student and according to its own established procedures.

12. The Institutions agree to review this Agreement annually. No waiver, alteration, or modification of the provisions of this Agreement will be binding unless in writing and accepted by both Institutions.

13. The initial term of performance under this Agreement will proceed from \_\_\_\_\_, 201\_\_, through \_\_\_\_\_, 202\_\_. Either Institution may terminate the Agreement during the initial term or any renewal term effective the next academic year by providing written notice to the other Institution on or before January 15th of the preceding academic year. Following the initial three-year term, the Agreement may be renewed for additional three-year periods by mutual agreement of the parties in writing. If terminated by either Institution, Exchange Students participating under the provisions of this Agreement will be permitted to complete their respective courses of study.

14. Neither Institution will use the name or trademarks of the other Institution in any advertising or publicity material or make any form of representation or statement in relation to the Agreement that would constitute an express or implied endorsement of any product or service, nor will it authorize others to do so, without first having obtained written permission from the other Institution.

15. Both Institutions subscribe to the policy of equal opportunity and do not discriminate on the basis of age, color, disability, marital status, national or ethnic origin, political affiliation, race, religion, sex (including pregnancy), sexual orientation, gender identity, veteran status, or family medical or genetic information. Both Institutions will abide by these principles in the administration of this Agreement.

16. The applicable privacy laws of the Unites States of America, including but not limited to the Family Educational Rights and Privacy Act, as codified at 20 U.S.C. § 1232g (“FERPA”) and any current and future regulations promulgated thereunder, and the privacy policies of UVA will apply for both Institutions in relation to any matter concerning privacy or protection of personal information of students enrolled at UVA, and in relation to any personal information provided by UVA to \_\_\_\_.

17. The Institutions will incur no obligations pertaining to this Agreement as a result of any promise, representation, or statement by anyone without the actual authority to do so. The executive vice president and provost is the authority for UVA and the [Title of Authorized Individual] is the authority for \_\_\_\_\_.

18. This Agreement and any amendments may be executed in counterparts, which, taken together, will be deemed to constitute one and the same instrument. Any counterpart signatures delivered by facsimile or electronic format, including digital signatures, will be given the same legal effect as an original signature.

19. Any communication associated with this Agreement will be deemed made if delivered by international courier or by hand and addressed to the respective Institution representative and made effective on the date of receipt. It is the responsibility of the Institution initiating communication to verify that the information has been received.

Contact Information/Principal Contact:

For UVA: The Director, International Studies Office, 208 Minor Hall, Box 400165, University of Virginia, Charlottesville, VA 22904, U.S.A.; exchangestudent@virginia.edu; (434) 982-3010.

For the [Institution Name}: [Contact office; address; email; phone number]

*[Remainder of page intentionally blank]*

**In Witness Whereof**, the parties have executed this Agreement by their authorized representatives:

**For The Rector and Visitors of the University of Virginia**

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Thomas C. Katsouleas Date

Executive Vice President and Provost

[Add if applicable: Approved for the [UVA School Name]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

[Name], Dean Date

**For [Institution Name]**

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NAME: Date

TITLE: