



AGREEMENT

and
West Chester University of Pennsylvania

I. GENERAL

A. Parties to the Agreement

This Agreement is between _____(hereinafter _____) and West Chester University of Pennsylvania, 700 S. High St. West Chester, PA, 19383, USA (hereinafter "*West Chester University*"). The two institutions shall be referred to collectively as the "Participating Institutions" or the "Parties" in the Agreement.

B. Purpose of the Agreement

To increase their cooperation in faculty research, education, and student and faculty exchange, the Parties to the Agreement, after approval by their responsible authorities, agree to support this Agreement on academic cooperation. The purpose of this Agreement is to facilitate and to enhance the academic cooperation between the Parties. This Agreement establishes the formal understanding of the scope of operations between these two educational institutions and commits to writing the intent and mutual assent of both Parties to engage in the following activities, subject to future terms and conditions agreed upon by both Parties and set forth in new written agreements or amendments as necessary to further the purpose of this Agreement. This agreement shall be carried out subject to availability of funds of either party and subject to the approval and signature of the presidents of both Participating Institutions. This Agreement, and the legal obligations developed herein, shall take precedence over any additional inter-institutional agreements developed to further develop international education opportunities between the two institutions.

C. Modes of Collaboration

The Participating Institutions shall endeavor to promote collaboration through a broad range of strategies, with a special focus on developing _____. Some of these strategies shall include but are not limited to:

2. The use of technology to foster virtual exchange and collaboration. Possible opportunities include guest lectures, mini-conferences, course modules, and workshops; and
3. Collaboratively write grants, for example, grants, to fund [REDACTED] projects that support programs of both institutions, including projects related to [REDACTED]; and
4. The regular exchange of relevant publications and information generated by the Parties to the Agreement; and
5. Regular communication concerning the technologies necessary to enable and enhance the substantive areas of collaboration referred to in Section II. A.
6. Facilitation of opportunities for faculty taking sabbaticals.

C. Faculty Exchange

Exchanges of faculty and technical specialists generally shall be conducted under the following terms and conditions:

1. The Participating Institutions shall - for duration to be determined on a case-by-case basis and after mutual agreement - invite faculty for teaching and/or research visits. Visiting faculty must have a sufficient command of the language of instruction, if they are invited to teach.
2. If and insofar as there are sufficient funds for these specific purposes at the disposal of the parties to the Agreement, the travel and living expenses shall be incurred by the Home Institution. Exchange faculty shall be compensated entirely by their respective Home Institution. Availability of funding from the Host Institution shall be determined at the time of invitation.
3. The Participating Institutions shall undertake good faith efforts to raise funds from outside sources for the exchange of lecturers and/or researchers.
4. The Participating Institutions shall inform one another regularly about the curricular programs offered by each, and especially about research seminars, colloquia, conferences, and symposia organized by each. They shall exchange documentation and publications issued from these proceedings.
5. Each faculty exchange participant must obtain and submit written proof of medical insurance coverage during the exchange period as required by U.S. Federal law. It is understood that the Host Institution accepts no responsibility or liability for providing health care services or health care insurance for visiting students, scholars, and faculty.
6. Exchange faculty shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the country of the Host Institution. The Host Institution shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any visas, permits or approvals.
7. Exchange faculty shall follow the policies and procedures of the Host Institution, any applicable policies and procedures of the Host Institution shall be provided to each exchange faculty member in writing and explained to the individual faculty member prior to arrival at the Host

Institution. Exchange faculty shall acknowledge in writing receipt and understanding of said policies and procedures.

D. Student Exchange

1. The Participating Institutions agree to exchange students for the length of one semester (fall, spring) or academic year or session (winter, summer) or the equivalent thereof. It is anticipated that the exchange phase of this program will be available beginning [REDACTED]. Exchanges will be based on the balance of students exchanging places rather than a monetary exchange, so West Chester University can only accept as many students as it sends out. Any additional student participants above the exchange balance will be considered study abroad students (who shall pay tuition/fees at the Host Institution). The Parties agree that the number of students to be exchanged shall be determined annually in writing.
2. Neither Participating Institution shall levy tuition or other university fees on exchange students. However, there may be other incidental fees required by the Host Institution, including application fees and any relevant course, technology, or college fees.
3. Transportation and living expenses (including food), costs of accommodation and health insurance, and other study costs (e.g., textbooks, students clubs, campus-sponsored excursions) shall be incurred by the guest students. Guest students of WCU are required to obtain health insurance. WCU students will participate in the student health plan offered or approved by the Host Institution, as required. Parties to the Agreement shall assist students in securing suitable housing.
4. The Home Institution shall propose students qualified for the exchange to the Host Institution no later than three months prior to the beginning of the semester that the guest student intends to study at the Host Institution. Admission of qualified candidates is in the sole discretion of the Host Institution.
5. Guest students shall be registered as full-time students at the Host Institution. The Host Institution reserves the right to reject candidates because of existing restrictions on admission within an academic discipline. In this case, the Home Institution may propose further candidates or may suggest an alternate course of study for its students.
6. Students who wish to enroll in a degree program at the Host Institution must be admitted through the established admissions procedures of that institution.
7. The anticipated student exchange programs between the parties to the Agreement shall be open to undergraduate and graduate students. These programs shall be developed according to the following terms and conditions:
 - a. Academic achievements at the Host Institution shall be recognized by the Home Institution according to the latter's standards and procedures. Specifics of each exchange student's course of study must be clarified and mutually agreed upon before the beginning of the students exchange experience.

- b. The respective Host Institution shall appoint a faculty or staff member who is familiar with course equivalencies, and who shall provide guidance to exchange students. This faculty/staff member shall be identified and appointed at least 90 days prior to the first student exchange that occurs pursuant to this Agreement.
 - c. Exchange students must meet the admissions criteria of the Host Institution. Prospective exchange students shall submit their qualifications to the Host Institution and clarify the academic program for their stay with the appointed faculty or staff member at the Host Institution. Formal acceptance of each student by the Host Institution must precede the student's enrollment at the Host Institution. Acceptance of proposed students is within the sole discretion of the Host Institution.
- 8. The Host Institution shall forward a record of the course and grades received by each exchange student to the Home Institution within 30 days of the completion of the applicable term.
 - 9. The Home Institution will maintain final responsibility for the awarding of grades and for establishing the requirements for matriculation, promotion and graduation of its institution's respective exchange students. The Home Institution will maintain all academic records and issue transcripts in accordance with its policies.
 - 10. Exchange students shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the country of the Host Institution. The Host Institution shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any visas, permits or approvals.
 - 11. Exchange students shall be subject to all regulations, policies, rules, procedures and standards of academic performance and personal conduct of students of the Host Institution. They will also be subject to the laws of the host country during their term of stay. Exchange students who violate any such regulations, rules or standards are subject to expulsion from the exchange program, and if expelled, must immediately return to their home country. Prior to arrival at the Host Institution, each individual student shall receive the applicable regulations, policies and rules of the Host Institution. Each individual student shall acknowledge, in writing, receipt and understanding of the host institutions regulations, policies, rules, procedures, and standards.

III. ADMINISTRATIVE TERMS

A. Elaboration of this Memorandum

It is the intent of the Participating Institutions that general provisions of this Agreement be translated into specific programs of activity as expeditiously as financing and other institutional capabilities permit. Such programs shall be set forth in implementing memoranda approved in writing by the designated operational officers of both institutions. No implementing memorandum shall amend or contradict the provisions of this Agreement. Nothing in the initial version of this Memorandum shall be interpreted as constraining the development of future programs not mentioned in this document.

B. Responsible Administrative Personnel

1. The Participating Institutions shall be represented in formal negotiation or renegotiation of this Agreement by the Presidents of the Participating Institutions or by their designated representatives.
2. The designated operational units of the parties, for purposes of developing and implementing the terms of this Agreement are:

For West Chester University:

**Dr. Peter Loedel, Director
Center for International Programs**

For _____:

3. Either Party may change its designated operational officer by written Notification to the designated operational officer of the other party who is listed above.

C. Other Provisions

1. This Agreement is written in the English language.
2. Nothing in this Agreement shall create binding obligations that may not be overridden by written agreement in the form of an amendment with the same formality as this Agreement.
3. This Agreement will expire after the duration of five years from the date of all required signatures. The terms of the Agreement may be re-examined and the program adjusted, as deemed necessary, based on a mutually agreed-to assessment of the program by the appropriate authorities at Participating Institutions with the same formality as this Agreement.
4. This Agreement may be terminated by any of the parties to the Agreement on prior written notice of 90 days before the end of the respective academic semester. Either party may terminate this Agreement for cause at any time. Any current participants in the program established by this Agreement, however, in any case shall retain their current status until the end of the academic year in which the termination of the Agreement occurs.

IV. LEGAL PROVISIONS

A. Equal Access Policy

Both Participating Institutions are committed to the policy that all persons shall have equal access to programs, facilities, admission, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by the Participating Institutions' policies or by state

or national government authorities. Neither institution will discriminate against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran status. The Participating Institutions shall abide by these principles in the administration of this Agreement, and neither institution shall impose criteria for the exchange of faculty, scholars or students which would violate the principles of nondiscrimination. Reporting of Sexual Violence and Sexual Harassment: West Chester University and [REDACTED] shall report any incident in which a student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the West Chester University Title IX Coordinator, Lynn Klingensmith at 610-436-1000.

B. Non-Appropriation

The Participating Institutions recognize that the performance of either institution may be dependent upon the appropriation of funds by the government. Should the government fail to appropriate the necessary funds or if an institution's appropriation is reduced during the fiscal year, the President of either institution may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. The Participating Institutions agree to notify each other as soon as reasonably possible if the appropriated funds become unavailable.

C. Liability

Neither of the parties shall assume any liabilities to each other. No provision of this Agreement shall be construed to limit West Chester University's and/or the Commonwealth of Pennsylvania's sovereign immunity.

D. Commercial Property

Neither Participating Institution will use the trademarks, trade name, logos, trade dress, or other commercial property of the other Party hereto without the express written approval of the other Party.

E. Export Controls

West Chester University is bound by all applicable United States federal laws and regulations restricting the export of controlled materials and technology set forth in the International Traffic in Arms Regulation (ITAR), 22 CFR 120 *et seq.* and the Export Administration Act, 50 USC 2401 *et seq.* (collectively "Export Control Laws"), and will not transfer any export controlled materials or technology unless such is exempt or excluded under applicable laws as "fundamental research."

F. Confidentiality

Participating Institutions shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act and shall release no information absent written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.

G. Integration

This Agreement represents the entire understanding between the Parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship. Both parties recognize that they are permitted to amend the Agreement as long as the amendments are in writing and with the same formality as the original Agreement.

H. Interpretation of Terms

In the event doubts should arise in the interpretation of the provisions of this Agreement or problems about matters not described therein, where applicable, the laws of the Commonwealth of Pennsylvania shall govern the interpretation and enforcement of this agreement.

I. Relationship

Although the respective Institutions shall collaborate to form a mutually beneficial program, the relationship between the parties is that of independent contractors, and nothing herein shall be construed to create an agency relationship or any employment relationship between the institutions for any faculty or staff provided during the exchange program.

Where there is a dispute as to interpretation of language in this Agreement, the English translation shall be the accepted translation.

FOR

FOR WEST CHESTER UNIVERSITY
OF PENNSYLVANIA

President
Date: _____

Dr. Christopher Fiorentino, President
Date: _____

Date: _____

Dr. Jeffery L. Osgood, Jr., Senior Vice Provost
Date: _____

Approved as to form and legality:

University Legal Counsel
Date: _____