



## STUDENT EXCHANGE AGREEMENT

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20XX, between Drexel University (hereinafter referred to as "Drexel"), at 3141 Chestnut Street, Philadelphia, Pennsylvania, 19104 and XXX University (hereinafter referred to as "XXX") at XXXX.

**WHEREAS**, cordial relations exist between Drexel and XXX University

**WHEREAS**, Drexel and XXX desire to establish certain exchange programs beneficial to the respective educational institutions and to promote the development of joint studies, research and training activities, and other educational programs of mutual interest; and

**NOW THEREFORE**, in contemplation of the relationship to be established and for valuable consideration, the parties, intending to be legally bound, do agree as follows:

1. Scope of Agreement. The purpose of this Agreement is to establish the terms and conditions under which the exchange of students between Drexel and XXX shall take place. This Agreement shall be applicable to the exchange of students between Drexel and XXX.

For Drexel: All undergraduate and graduate students

For XXX:

2. Definitions. As used herein the terms "home university" and "host university" shall have the following meanings:

"Home University" is a party to this Agreement that sends students to the other party (institution) for the purposes of study.

"Host Institution" is a party to this Agreement that accepts the visiting student(s) from the other party for study.

3. Term of Agreement. This Agreement shall take effect on the XX day of XX and will be automatically renewed every three years. It is expected that the first cohort of students shall be exchanged in XXXX. If either party fails to follow the terms or conditions of this Agreement as set forth, the other party has the right to terminate this Agreement immediately upon written notice to the other party.

4. Exchanges.

a. Each exchange under the terms of this Agreement shall be for one (1) academic year. At XXX, one academic year is made up of two (2) academic semesters and at

Drexel, one academic year is made up of three (3) academic terms. The semesters or terms can be used together by one student or divided up among several students, but each exchange shall be limited to one (1) academic year in total. It is further agreed that during the term of this Agreement, that there be a maximum of six (6) academic terms or four (4) academic semesters exchanged per academic year.

b. The parties shall agree that if the number of students exchanged between the institutions is not in balance each year, a balance will be achieved over a two-year period.

c. Each Home Institution is responsible for maintaining their own students registered at the Home Institution for the duration of the program.

d. Each Home Institution is responsible for recruitment, selection, and pre-program orientation of student.

e. Each Home Institution agrees that credits successfully earned at the Host Institution will be fully transferable to the Home Institution.

#### 5. Exchange of Students.

a. Students of either institution who desire to engage in full-time, residential study in a degree-granting program at the other institution must obtain an application from, complete and submit it to the Home Institution. Students must meet all admission standards of the Host Institution and obtain all required approvals from the Home Institution, including but not limited to the successful completion of the TOEFL Exam.

b. Each student accepted by Host Institution will be expected to participate in the Host Institution at the same level of competency as any other student enrolled at the Host Institution.

c. Host Institution will make the final decision as to the acceptance of the student in each case, according to its admission policies governing students, and will notify Home Institution in writing of acceptance or rejection. Home Institution will notify the student of this decision.

d. Host institution retains the right to approve or reject any recommendation based on whether the candidate's qualifications meet admission requirements at the host institution.

#### 6. Responsibilities of Home Institution.

a. Home Institution is responsible for collecting and reviewing student applications and formally recommending qualified students to Host Institution for the study desired. See Attachment A for a schedule of application deadlines.

b. Home institution will provide the host institution with details of courses, which are essential to students' curricular plan.

#### 7. Responsibilities of Host Institution.

a. Host Institution will provide orientation for the incoming students.

b. Host Institution will endeavor to ensure that students are admitted to courses regarded as essential.

c. Host Institution will provide academic and other advisory services for incoming students.

d. The Host Institution agrees to make every effort to make a place available for the exchange student in its residence halls during the normal semester or term period on the understanding that the student will pay for all accommodation costs. If no accommodation is available, the Host Institution will assist the student in finding accommodation off campus.

e. Host Institution will inform students of health insurance and immunization requirements and availability.

f. Host Institution will provide to the Home Institution a final transcript describing the student's academic performance.

8. Responsibilities of Students.

a. Students will pay the tuition and fees of their Home Institution to their Home Institution prior to participation in the program.

b. Housing expenses are the sole responsibility of each exchange student.

c. Students will be responsible for (1) necessary health insurance and medical costs including immunizations, (2) books, living expenses and (3) the cost of transportation to and from the Host Institution as well as any costs associated with obtaining a visa and related documents.

9. Academic and Disciplinary Conduct. The parties agree that during the term of this Agreement, all academic requirements of both educational institutions shall be respected and that all current, applicable policies covering matters of academic responsibility and social discipline will be distributed to the other party and carefully followed.

10. Designated Administrative Officials. The administrative officials listed below are authorized to endorse exchanges under this Agreement.

For Drexel: Dr. Mark L. Greenberg, Provost and Senior Vice President

For XXX: \_\_\_\_\_

11. Termination. This Agreement may be terminated by either party providing the other written notice of its intent to terminate. Such notice shall be given at least one (1) year prior to the effective date of the termination. Such termination shall not affect exchanges in effect prior to the effective date of the termination.

12. Nondiscrimination. The parties agree to comply with all the federal, state, and local rules, regulations, executive orders, and laws forbidding unlawful discrimination which Institution promulgates and to which Institution is subject.

13. Modification. The terms of this Agreement may be changed or modified only by written amendment signed by both parties.

14. Budgetary Considerations.

Resources for implementation of this Agreement may come from either party, depending upon budgetary availability. Neither party is obligated to expend any resources in connection with this Agreement. No implementation of any portion of this Agreement or commencement of any specific projects may be initiated prior to the written assurance of such budgetary availability to the other party hereto. To the extent any external funding is required by either party in order

to implement this Agreement and funding for such purposes is not appropriated or is not otherwise available, such party shall have no further financial obligations upon such determination. Should either party not have funding to carry out any obligations of a particular exchange effort conducted under this Agreement, it shall immediately notify the other party of such fact and of such portions of this Agreement that may be deemed terminated or modified with respect to that particular project.

15. Relationship of the Parties.

This Agreement shall not be construed to create a relationship of partners, brokers, employees, servants or agents as between the parties. The parties to this Agreement are acting as independent contractors.

16. Use of Institutions' Name; Advertising and Publicity.

Neither party shall use the other institution's name, or any name that is likely to suggest that it is related to the other institution, in any advertising, promotion or sales literature without first obtaining the written consent of the other institution.

17. Waiver.

A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of this Agreement.

18. Non-Assignment.

This Agreement may not be assigned by either party without the advance written consent of the other. This Agreement shall be binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

19. Notices.

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To Drexel:

Daniela Ascarelli  
Assistant Vice Provost, International Programs  
Director, Drexel Study Abroad  
3141 Chestnut Street  
Philadelphia, PA 19104  
Tel: 215-895-6280  
Fax: 215-895-6184

To XXX:

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

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

**IN WITNESS WHEREOF**, DrexelUniversity and XXXUniversityhave executed this Agreement as of the date first above written.

**DREXELUNIVERSITY**

**XXXUNIVERSITY**

Mark L. Greenberg, Ph.D

\_\_\_\_\_  
Sign and Date

\_\_\_\_\_  
Sign and Date

SAMPLE