

**STUDENT EXCHANGE AGREEMENT**

between

**THE UNIVERSITY OF EXETER**

and

[insert legal name of Exchange Partner]<sup>1</sup>

This Agreement is made on \_\_\_\_\_20--<sup>2</sup>

**BETWEEN**

1. **University of Exeter (“the University”)**, a higher education teaching and research institution, established by Royal Charter, whose administrative offices are at Northcote House, The Queen’s Drive, Exeter, Devon EX4 4QJ United Kingdom, and
2. [ \_\_\_\_\_ ] (“**Exchange Partner**”), a [DESCRIPTION OF LEGAL ENTITY] of [ ADDRESS]

who may together hereafter be referred to as the “**Parties**” or in the singular as a “**Party**”.

**WHEREAS**

- A. The Parties wish to [establish] [renew] a reciprocal student exchange programme to enable full-time students of the Home Institution to study at the Host Institution for a period of a semester or an Academic Year.
- B. The Parties have been involved in discussions regarding the Exchange Programme and wish to formalise their agreement by entering into and signing the present Agreement which shall consolidate and oversee any heads of terms, memorandum of understanding or other document which the Parties may have signed in relation to the pre-mentioned collaborations.

**OPERATIVE PROVISIONS**

**1. Interpretation**

1.1 For the purposes of this Agreement, the following definitions shall apply:

**“Academic Year”** means the academic year of the University and the Exchange Partner as published from time to time.

**“Agreement”** means this agreement and the Schedule attached hereto which shall be deemed to form a part of this Agreement.

**“Confidential Information”** means any and all materials and information of or relating to a Party constituting or concerning products, services, contracts, business models, methods or practices, financial projections or results, know how, trade secrets, intellectual property or ideas which, at the time or times concerned, are not generally known to third persons and such other information as may be

	proprietary or confidential in nature or is identified by such Party as confidential.
<b>“DPA”</b>	means the United Kingdom Data Protection Act 1998.
<b>“Effective Date”</b>	means [the date of this Agreement] <sup>3</sup> .
<b>“Exchange Programme”</b>	means the reciprocal student exchange programme to enable full-time students of the Home Institution to study at the Host Institution.
<b>“Home Institution”</b>	means the institution from which a Student is sent under the Exchange Programme.
<b>“Host Institution”</b>	means the institution which has agreed to receive a student from his or her Home Institution under the Exchange Programme.
<b>“Intellectual Property”</b>	means all intellectual and proprietary works including all patents, know-how, registered and unregistered trademarks and service marks (including any trade, brand or business names), domain names, registered designs, design rights, utility models, copyright (including all such rights in computer software and any databases), trade secrets, Confidential Information, moral rights, database rights, topography rights (in each case the full period thereof and all extensions and renewals thereof), all rights in any of the foregoing, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world and any similar rights situated in any country.
<b>“Liaison Officer”</b>	means a named officer with responsibility for the implementation of this Agreement.
<b>“Maximum Student Intake”</b>	means the maximum number of students from each Party eligible to participate in the Exchange Programme in any one Academic Year.
<b>“Students”</b>	means students of the University or the Exchange Partner registered for study at either institution and participating in the Exchange Programme.

## 2. Commencement and Duration

- 2.1 The Agreement will commence on the Effective Date and the Exchange Programme will begin in the [20•/20•] Academic Year.
- 2.2 The Agreement will continue for a period of [five (5)] years from the Commencement Date and will then automatically expire unless renewed or terminated in accordance with clause 15.

**3. Number of Students**

- 3.1 The Maximum Student Intake is identified in the Schedule.
- 3.2 Every effort will be made by each institution to keep the number of Students from each institution balanced over any three-year period. In considering whether the Exchange Programme is balanced, two Students enrolling for one semester will be deemed equivalent to one Student for one Academic Year.
- 3.3 Subject to the written agreement of both Parties the Maximum Student Intake may be increased at one or both institutions in any Academic Year, provided that where any such increase results in an imbalance in the number of participating Students from each institution, each Party agrees to work with the other to ensure parity of participation over any three year period.

**4. Period of Enrolment**

Students may study for one semester or one Academic Year at the Host Institution.

**5. Selection and Admission of Students**

- 5.1 Each Party shall assess and recommend qualified candidates in accordance with the admission requirements of the Host Institution. The selection process shall consist of an evaluation of the Student's previous academic record, drive, motivation, and overall potential to succeed in an international academic environment.
- 5.2 Students will normally have completed at least one year of academic study at their Home Institution and will, in all cases (or unless otherwise agreed), be expected to meet the minimum academic and linguistic requirements set out in the Schedule.
- 5.3 The Host Institution reserves the right to determine the final admission eligibility of each Student nominated by the Home Institution.
- 5.4 Students will attend the Host Institution on a full-time basis.

**6 Responsibilities of Host Institution**

- 6.1 The Host Institution will provide those students selected to participate in the Exchange Programme with formal letters of admission and such other documents as may be required to establish their student status for visa and other purposes.
- 6.2 The Host Institution will assign admitted Students to the appropriate College, Department or Division, and to appropriate academic advisors.
- 6.3 Students will be permitted the same freedom of choice in course selection as that enjoyed by regularly enrolled students at the Host Institution, provided that they satisfy any individual course prerequisites, including but not limited to, any periods of prior academic study.
- 6.4 All student services and facilities of the Host Institution including student support services will be made available to Students.<sup>4</sup>
- 6.5 Students will be taught and assessed in the same manner as regular degree students unless, with regard to assessment, an alternative mode of assessment has been agreed in advance with the Student, Home Institution and Host Institution.

- 6.6 Students will obtain credits for the courses taken at the Host Institution in accordance with the regulations of the Home Institution.
- 6.7 Upon completion of the agreed period of study, subject to the Host Institution having received payment in full of any amounts owed to it by the individual exchange student, the Host Institution will send an official academic transcript for each student to the appropriate office of the Home Institution.
- 6.8 The Host Institution will assist the Student(s) from the Home Institution to settle readily into life in the host environment by providing pre-arrival information and a post-arrival orientation programme.
- 6.9 Each Host Institution will nominate a contact person within the relevant College, Department or Division who will provide advisory and tutorial support to Students.

## **7. Responsibilities of Home Institution**

- 7.1 The Home Institution will submit to the Host Institution the details of the Students it wishes to participate in the Exchange Programme in the following academic year no later than the Host Institution's published application deadline date.
- 7.2 The Home Institution will ensure that, upon receipt, it distributes to Students participating in the Exchange Programme any pre-arrival information sent by the Host Institution.
- 7.3 The Home Institution will use reasonable endeavours to ensure that Students are briefed on its requirements for the Exchange Programme and that Students are aware that they must represent their Institution and country in a positive manner and to the best of their ability.

## **8. Student Conduct**

- 8.1 Students will be expected to abide by the laws and customs of the host country, and abide by the policies and regulations of the Host Institution. Each Party reserves the right to terminate the participation of any student in the Exchange Programme with immediate effect in the event of a serious breach of such rules and regulations, including any failure by an exchange student to comply with the relevant institution's normal enrolment procedures. The rules and regulations applicable to all students at the University are set out on the University's website : <http://admin.exeter.ac.uk/calendar/live/sas/genregs.htm/> and the Exchange Partner's rules and regulations will be made available to Students on arrival.
- 8.2 Students will have the same academic, social and personal rights as those afforded to students at the Host Institution.
- 8.3 For the avoidance of doubt, Students shall be entitled to register complaints with both the Home Institution and the Host Institution. Complaints of a serious nature shall be notified by the Host Institution to the Home Institution as a matter of urgency.

## **9 Housing**

Provided that applications are received by the published application deadline date each Host Institution will assist Students to find (but not pay the cost of) appropriate accommodation.

**10. Costs**

- 10.1 For the Academic Year in which a Student is participating in the Exchange Programme the Student will pay any applicable tuition fees to the Home Institution. Any tuition fees chargeable by the Host Institution shall be waived. Any other fees charged by the Host Institution will be payable by the Student directly to the Host Institution.
- 10.2 Students will be responsible for paying all personal expenses including but not limited to visa, housing, meals, books, sports activities, travel and health insurance and all travel costs.
- 10.3 All Students will be required to ensure that they are covered by adequate personal health insurance (including cover for hospitalisation and repatriation) for the exchange period.

**11. Other Matters**

- 11.1 If a Student withdraws early from the Host Institution, the Host Institution will inform promptly the Home Institution.
- 11.2 Students will be responsible for obtaining their own visas and completing the required immigration formalities. The Host Institution will assist in accordance with clause 6.1.

**12. Liaison Officers**

Each Party shall nominate a Liaison Officer. The Liaison Officers for this Agreement are set out in the Schedule.

**13. Confidentiality**

- 13.1 Each of the Parties agrees to keep strictly confidential all Confidential Information that it has obtained during the course of negotiating this Agreement or that it may obtain during the term of the Agreement.
- 13.2 Each of the Parties hereby agrees:
- a) not to use such Confidential Information save as agreed in writing with the disclosing Party;
  - b) to procure that all persons or entities (including employees) to whom they do disclose the Confidential Information for the purpose only of the performance of the terms of this Agreement keep it strictly confidential; and that any such persons are, in respect of such Confidential Information, bound by confidentiality obligations equivalent to the terms of this Clause 13; and
  - c) not to copy or reproduce any Confidential Information of the disclosing Party without the prior written consent of such Party.
- 13.3 The provisions of this clause shall cease to apply to:
- a) information that has come into the public domain other than by breach of this clause or any other duty of confidence; and
  - b) information that is obtained from a third party without breach of this clause or any other duty of confidence.

- 13.4 Each Party may disclose such Confidential Information if and to the extent that any part of the Confidential Information is required to be disclosed by a regulatory or government body or court of competent jurisdiction with power to compel the disclosure provided the disclosing Party shall, if and to the extent permitted by applicable law, promptly notify the Party who owns the Confidential Information of such requirement, and shall use all reasonable endeavours to keep such Confidential Information confidential notwithstanding any such requirement.

#### **14. Data Protection**

Each Party agrees to ensure that any personal data supplied by one Party to the other will be retained and processed in accordance with the DPA and, in addition, the Exchange Partner agrees to comply with any other domestic data protection laws applicable to it and to inform the University of any obligations which such domestic laws impose on or require the University to comply with.

#### **15. Termination**

- 15.1 Provided that at least twelve (12) months have expired from the Effective Date both Parties may terminate this Agreement by giving the other Party no less than twelve (12) months' written notice (the "**Notice Period**").

- 15.2 Both Parties shall have the right at any time by giving written notice to each other to terminate this Agreement forthwith if:

- a) a Party commits a material breach of the provisions of this Agreement which, if capable of remedy, is not remedied within twenty-eight (28) days of a request from another Party to do so; or
- b) there is at any time any material change in the operations, management or structure of a Party which in the reasonable opinion of the other Party means that the Party subject to such change is substantially impaired in the performance of its obligations hereunder; or
- c) at any time it is unlawful for a Party to perform any of its obligations under this Agreement; or
- d) a Party has appointed a liquidator, provisional liquidator, administrator or similar officer or a like appointment is made in relation to the assets of that party; or
- e) a Party fails to duly and punctually comply with any proper laws binding on it for the purposes of the rights and obligations specified in this Agreement; or
- f) a Party ceases or threatens to cease to carry on the operations customarily carried on by it; or
- g) any other event or series of events occurs which, in the reasonable opinion of that Party, renders it impracticable or impossible to observe and fulfil the terms of this Agreement.

- 15.3 Termination of this Agreement for any reason shall not extinguish, prejudice or affect any rights that may have accrued to a party prior to the date of termination.

#### **16. Consequences of Termination**

- 16.1 Upon termination of this Agreement for any reason no new Students shall participate in an Exchange Programme.

16.2 The Parties acknowledge that upon termination, the interests of the Students will be paramount and all efforts will be made by both Parties to ensure they are able to complete the Exchange Programme.

## **17 Warranties and Indemnities**

17.1 Each Party represents and warrants to the other that:

- a) it has full power and authority to carry out the actions contemplated under this Agreement;
- b) it does not require any consent, approval, authorisation or clearance from any government, governmental or regulatory bodies, agencies or and neither, in its opinion, is any such consent, approval, authorisation or clearance desirable for such purposes;
- c) it is not at the Effective Date a party to any agreement, arrangement or understanding with any third party that in any manner prevents or hinders it from the performance of any material obligation under the terms of this Agreement.

17.2 The Parties warrant to each other that they will perform their obligations under this Agreement to such high standards of quality as it is reasonable for each other to expect in all the circumstances.

17.3 Without prejudice to any other provision of this Agreement or any other rights which each of the Parties may have, the Parties shall indemnify and keep each other indemnified in full from and against all direct, indirect or consequential liability, loss, damage, costs and expenses (including legal expenses) awarded against or incurred or paid by one Party as a direct or indirect result of or in connection with any negligent act or omission of the other Party or their employees, agents or subcontractors in connection with the performance of their obligations under this Agreement or any claim by any Students against the Party in respect of an exchange subject to this Agreement.

17.4 The aggregate liability of either Party in connection with all claims brought against it in connection with any indemnity granted pursuant to this Clause 17 will not exceed [£1 million].<sup>5</sup>

## **18 Intellectual Property**

18.1 Neither Party shall use the other Party's Intellectual Property without that Party's prior written consent. Such consent shall not be unreasonably refused or withheld.

18.2 Any Intellectual Property jointly developed shall be jointly owned by the University and the Exchange Partner with a licence to each Party to use such Intellectual Property.

## **19 Insurance**

Each Party agrees to procure and maintain at its own cost all such insurance cover as would be usual or prudent for a comparable institution to maintain in respect of the activities carried on by that Party pursuant to this Agreement and to provide evidence of such insurance to the other Party on that Party's reasonable request.

**20. No Partnership or Agency**

Nothing in this Agreement is intended to, or shall operate to, create a legally recognised partnership between the parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name of or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

**21. Rights of Third Parties**

This Agreement is made for the benefit of the University and the Exchange Partner and is not intended to benefit, or be enforceable by, anyone else. No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party to this Agreement.

**22. Force Majeure**

Neither Party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from an act of God, governmental act, war, fire, flood, explosion or civil commotion ("**Force Majeure Event**"). Subject to the affected Party promptly notifying the other Party in writing of the Force Majeure Event and its likely duration, the performance of the affected Party's obligations, to the extent affected by the Force Majeure Event, shall be suspended during the period that the Force Majeure Event persists provided that if performance is not resumed within 28 days after that notice the other Party may, by notice in writing, terminate this Agreement.

**23. General**

- 23.1 This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior agreements and undertakings whether oral or written with respect to it. This Agreement may be amended at any time by mutual consent. The terms of any such amendment shall only be effective if recorded in writing and signed by a representative from each Party authorised to conclude or amend agreements of this type.
- 23.2 Each Party shall be responsible for its own costs in connection with the negotiation and execution of this Agreement.
- 23.3 This Agreement may be executed in any number of counterparts and all the counterparts when taken together will constitute one agreement. Each Party may enter into this Agreement by executing a counterpart.
- 23.4 If any provision of this Agreement, or any part of a provision of this Agreement, is found to be illegal, invalid or unenforceable the remaining provisions, or the remainder of the provision concerned, will continue in effect.
- 23.5 Any claim or dispute arising out of or in connection with this Agreement shall be governed by and construed in accordance with English law and each Party irrevocably submits to the jurisdiction of the English Courts.<sup>6</sup>



Agreed to by

Agreed to by

\_\_\_\_\_  
[Insert Name]  
[Insert Position]  
[Insert Exchange Partner]

\_\_\_\_\_  
[Insert Name]  
[Insert Position]  
University of Exeter

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

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

SAMPLE

## SCHEDULE

Term	Details								
<b>Exchange Partner</b>	Institution Name: University of Exeter  Institution Address: Northcote House The Queen's Drive EXETER EX4 4QJ UK  Institution Name:  Institution Address:								
<b>Effective Date</b>									
<b>Termination Notice Period</b>	12 months								
<b>Maximum Student Intake</b>									
<b>Minimum Academic and Linguistic Requirements</b>	<p><b><u>Exeter:</u></b></p> <p><b>Academic Minima</b> Usually GPA 3.0/4.0 or equivalent.</p> <p><b>Linguistic Minima:</b></p> <table border="1"> <thead> <tr> <th data-bbox="695 1245 784 1272">Subject</th> <th data-bbox="850 1245 919 1272">IELTS</th> <th data-bbox="1045 1245 1127 1310">TOEFL PBT*</th> <th data-bbox="1192 1245 1321 1272">TOEFL IBT*</th> </tr> </thead> <tbody> <tr> <td data-bbox="695 1381 829 1661"><b>All subjects except those listed below</b></td> <td data-bbox="850 1381 1013 1661">at least 6.5 <i>and</i> no less than 6.0 in the writing section <i>and</i> no less than 5.0 in any other section</td> <td data-bbox="1045 1381 1170 1577">at least 570 <i>and</i> an Essay Rating of at least 4.0</td> <td data-bbox="1192 1381 1349 1619">at least 88 <i>and</i> a writing score of 17 <i>and</i> not less than 22 in reading and listening</td> </tr> </tbody> </table> <p><b><u>Exchange Partner:</u></b></p>	Subject	IELTS	TOEFL PBT*	TOEFL IBT*	<b>All subjects except those listed below</b>	at least 6.5 <i>and</i> no less than 6.0 in the writing section <i>and</i> no less than 5.0 in any other section	at least 570 <i>and</i> an Essay Rating of at least 4.0	at least 88 <i>and</i> a writing score of 17 <i>and</i> not less than 22 in reading and listening
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Term	Details
Liaison Officers	<p><b><u>Exeter:</u></b></p> <p>Name:</p> <p>Position:</p> <p>Email:</p> <p>Tel:</p> <p><b><u>Exchange Partner:</u></b></p> <p>Name:</p> <p>Position:</p> <p>Email:</p> <p>Tel:</p>

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**DRAFTING NOTES (TO BE REMOVED BEFORE SENDING TO HOST INSTITUTION)**

- <sup>1</sup> It is important that the correct legal name and address of the partner are established, to avoid inadvertently contracting with the wrong legal entity. If in doubt, ask your contact to check with the legal department or equivalent of the institution concerned.
- <sup>2</sup> The date of the Agreement is the date that the last signatory signs the Agreement. This should not be inserted until both Parties have signed.
- <sup>3</sup> If the Agreement needs to take effect before or after the date of signing, this date should be inserted here
- <sup>4</sup> The due diligence process should inform the University that the partner has suitable student support provision for students whilst studying at the Host Institution, in particular disability support, counsellors, student union or equivalent.
- <sup>5</sup> The liability cap may vary depending upon the size of the exchange programme. Legal Services should be consulted about the value of the cap included. If English law is not agreed to (see note 5 below) then it is possible that a liability cap may not be enforceable in any event. *We need a standard amount here, as opposed to having a variable liability cap. Suggest that the default is only open to discussion with Legal Services in event that primacy of English law not agreed.*
- <sup>6</sup> This Agreement has been drafted under and according to the principles of English law. If the Exchange Partner will not agree to English law and insists on their local law then advice may need to be taken from lawyers in the relevant jurisdiction on the effect of this. This will incur costs. Legal Services should be therefore be consulted about the inclusion of any other law clause.