

**STUDENT EXCHANGE AGREEMENT**  
**between**  
**THE REGENTS OF THE UNIVERSITY OF MICHIGAN**  
**on behalf of its**  
**[COLLEGE/SCHOOL/DEPARTMENT/UNIT]**  
**and**  
**[NAME OF FOREIGN INSTITUTION]**

The Regents of the University of Michigan, a Michigan Constitutional corporation, on behalf of its [College/School/Department/Unit] (“U-M”), located in Ann Arbor, Michigan, United States of America, and [Name of Foreign Institution] (“ ”), located in [City, Province, Country], desiring to expand scholarly ties, facilitate academic cooperation, and promote mutual understanding, have agreed to establish mutually beneficial exchange relationships. This Student Exchange Agreement (“Agreement”) provides a general framework for the exchange of students of the parties. For the purposes of this Agreement, “Home Institution” refers to the institution where a student is registered full-time in a degree program and from where s/he is expected to graduate. “Host Institution” refers to the institution that receives an exchange student for a limited period of time to pursue study or research.

**SECTION I**  
**GENERAL PROVISIONS FOR EXCHANGES BETWEEN THE PARTIES**

- A. Student Exchanges: All exchange students shall be bona fide students of the Home Institution and be engaged in a full-time degree-oriented course of study. No degree will be conferred on the exchange students by the Host Institution. In general, exchange students will be expected to undertake a full load of courses at the Host institution at a level equivalent to their level at their Home Institution, and will receive credit at their Home Institution for a full course load, contingent upon satisfactory performance in all courses. If requested and/or required, evaluation(s) of exchange student work will be forwarded from the Host Institution to the Home Institution as soon as practicable after an exchange student’s completion of their exchange program at the Host Institution, and the Host Institution will issue a transcript directly to each exchange student.
- B. Exchange Officers; Review. All matters pertaining to the exchange program created by this Agreement shall be administered by [Name] as the Exchange Officer for U-M, and by [Name] as Exchange Officer for [ ]. Each Exchange Officer is responsible for regularly reviewing the exchange program created under this Agreement to assess the desirability and feasibility of continuing the relationship between the parties under the present terms.
- C. Balance. The number of students to be exchanged will be agreed upon by the parties from year-to-year with an equal number of students being exchanged within the Agreement period. All exchanges shall be on a one (1)-to-one (1) basis, involving exchange of students of like status for equal periods of time. For purposes of calculating balance, the basic unit shall be one (1) semester’s residence (one [1] “person semester”) at the Host Institution by persons of a specific academic status or rank. If person semester equivalence is not achieved in one (1) year, the deficit must be made up in subsequent years during the term of this Agreement. When an imbalance exists, the party that has used less of its quota may stop accepting students from the other party until the exchange has been brought back into balance. No deficit may be carried beyond the term of this Agreement.
- D. Quotas. For each year this Agreement is in effect, each party may send to the Host Institution the equivalent of full-time exchange students up to a total of [ ] ( ) person semesters. It is understood that normally each exchange student will spend one (1) academic year at the Host Institution.

- E. Selection of Participants. Prospective exchange students will be recommended for the exchange program by their Home Institution. The parties will give each other at least six (6) months' notice of their participating exchange students. Exchange students must provide the Exchange Officer of the Host Institution with information on their educational background and interests. Prospective exchange students' dossiers should be received by the Host Institution Exchange Officers on or before the deadlines set by each party. Each party reserves the right to require exchange student candidates to complete standard admission forms/applications and provide any other necessary documents. Each Host Institution shall provide assistance with enrollment and information on courses of study. This Agreement does not guarantee exchange students acceptance into the Host Institution; exchange students will be considered for admission on an equal basis with all other exchange student applicants provided that they meet the prerequisites and requirements for admission to the Host Institution. The Host Institution reserves the right of final approval on the admission of an exchange student.
- F. Workplan. To be eligible to participate in exchanges under this Agreement, all exchange student candidates must present to the Exchange Office of the Host Institution a plan for their proposed period in residence at the Host Institution ("Workplan"). The Workplan may include programs of study, instruction, research, observation, or such other projects as the parties shall agree upon. The Workplan should include information on the candidate's background interests, training, and language capabilities, and must be in form and substance satisfactory to the Host Institution.
- G. Language Ability. Exchange students must possess language ability to effectively participate in their studies at the Host Institution. [redacted] students hosted by U-M must take and perform satisfactorily on the TOEFL (Test of English as a Foreign Language) and present a minimum score of [required minimum score] to qualify for participation in the exchange program.
- H. Visa/Immigration Requirements. Exchange students are responsible for complying with all visa/immigration requirements, laws, and regulations of the host country, including obtaining and maintaining the appropriate visa and/or permits needed for participation in the exchange program during the entire term of the exchange program. [redacted] students hosted by U-M will be issued the necessary immigration documents by U-M to obtain the appropriate visa. The Host Institution shall bear no responsibility for those exchange students who fail to obtain and maintain any visas and/or permits or who fail to comply with the visa/immigration requirements, laws, and regulations of the host country for any reason whatsoever. Each exchange student must keep the Host Institution informed of any changes in his/her immigration status. Exchange students are responsible to pay any fees or amounts required to maintain valid legal status in the United States of America, including, but not limited to, required visa application, permit, and/or associated immigration fees.
- I. Tuition and Fees. Each exchange student will pay any tuition or other fees at their Home Institution and shall not be assessed additional tuition or fees by the Host Institution.
- J. Medical Costs. The Host Institution will assume no obligations for payment of medical insurance and medical or dental treatment costs of exchange students. Exchange students will be required to carry adequate international health insurance and provide proof to the Host Institution that their insurance will cover the costs of health care during the period of exchange. If necessary, the Host Institution will assist in obtaining appropriate insurance, but such assistance does not include financial assistance. [redacted] students who enter the U.S.A. on immigration documents issued by U-M will be required to have insurance that meets the specific standards described at <https://internationalcenter.umich.edu/resources/healthins/waiver#standards> or to purchase U-M's health insurance plan for international students and scholars.
- K. Travel and Transportation. Travel and transportation (domestic and international) costs are not included as part of the exchange program and are to be borne by the individual exchange students. Neither party shall be responsible for such costs.

- L. Local Costs/Expenses; Accommodations. Local costs, such as accommodations, meals, textbooks, course materials, and other personal expenses in connection with this Agreement shall be the responsibility of each individual exchange student. Neither party shall be responsible for such costs/expenses. The Host Institution will assist exchange students in obtaining accommodations to the extent feasible.
- M. Rules and Regulations. Each exchange student will be required to comply with the laws of the host country as well as the rules and regulations of the Host Institution and their Home Institution. Any breach of Host Institution rules and regulations will be dealt with in accordance with the established policies and procedures of the Host Institution in consultation with the Home Institution.
- N. Information Sharing. To the extent permitted by law, the parties agree to the timely sharing of any information relating to possible concerns, disciplinary or otherwise, that either party may have, or of which either party is aware, relating to a student participating in an exchange pursuant to this Agreement. To the extent permitted by law, each party also agrees to provide timely responses to any reasonable requests for information that the other party may make regarding a student participating in an exchange pursuant to this Agreement.
- O. Withdrawal. The Host Institution shall have the right to require an exchange student to withdraw from the exchange program and Host Institution at any time if the exchange student's work or behavior has clearly not met the requirements of the Host Institution. This right will not be exercised without the Host Institution's prior consultation with the Home Institution. For suspension and reinstatement of study, exchange students must follow the applicable regulations of both parties.
- P. Education Records. The parties acknowledge and agree that U-M is subject to—and many student records and other personally identifiable information regarding students (“Education Records”) are protected by—the U.S. Family Educational Rights and Privacy Act (FERPA) and its implementing regulations. The parties further acknowledge and agree that U-M will comply with all applicable statutes, rules, and regulations respecting the maintenance of and release of information from such Education Records. [REDACTED] agrees it will not release information contained in these Education Records and reports, but shall instead refer all requests for information respecting such Education Records to U-M.
- Q. General Data Protection Regulation. [REDACTED] will comply with the General Data Protection Regulation, including as the same may be implemented or enacted by any European Union member states (the “GDPR”), and will affirmatively defend, indemnify, and hold harmless U-M for any actual or alleged breaches of obligations of [REDACTED] under the GDPR either as controller or processor, or both.

## **SECTION II** **MISCELLANEOUS**

- A. Intellectual Property. The parties agree that [REDACTED] exchange students hosted at U-M shall be responsible for complying with the intellectual property, privacy, and export laws and regulations of the United States of America and the State of Michigan.
- B. Non-Discrimination. Both parties subscribe to a policy of equal opportunity and do not discriminate on the basis of gender, age, race, ethnicity, national origin, or religion. Both parties shall abide by these principles in the administration of this Agreement, and neither party shall impose criteria for exchange of students that would violate the principles of non-discrimination. In addition, U-M does not discriminate on the basis of sexual orientation (including gender identity and gender expression) in accordance with the policies of the University of Michigan.

- C. Financial Obligations: Limitation of Resources Committed. Neither party shall assume any financial obligations under this Agreement except as specifically provided for pursuant to this Agreement. This Agreement does not create an obligation for either party to provide resources necessary to carry out any part of this Agreement except as approved by the party responsible for providing those resources.
- D. Amendment/Modification. No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless in writing and signed by both parties.
- E. Term and Termination. This Agreement will be in effect as of the date of last signature by the parties for a period of five (5) years. Notwithstanding the foregoing, either party may terminate this Agreement for any reason whatsoever at the conclusion of a current academic year or other mutually agreed upon date by providing at least thirty (30) days' written notice to the other party. In the event of termination or expiration of this Agreement, the parties shall cooperate and use their reasonable efforts to let current exchange students complete their exchange program already in progress at the Host Institution.
- F. Notices. Any notices required to be given under this Agreement shall be directed and sent to:
- U-M: Attn:  
Address:
- Email:  
Fax:
- [Redacted]: Attn:  
Address:
- Email:  
Fax:
- G. Use of Names, Marks, Logos. Each party agrees it will not use the other party's name(s), mark(s), or logo(s) in any advertising, promotional material, press release, publication, public announcement, or through other media, written, oral, or otherwise, without the prior written consent of the other party. Prior written consent will not be required for use of the other party's name in the context of factual or descriptive statements regarding the subject matter of this Agreement.
- H. Relationship of parties. This Agreement does not create any agency, partnership, joint venture, or employment relationship between the parties.
- I. Non-Exclusive Agreement. This Agreement should not be construed as an exclusive contract and the parties, at their option, may enter into similar agreements with other entities.
- J. Force Majeure. Neither party shall be liable for failure to perform its respective obligations under this Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, pandemic or epidemic, or like causes beyond the reasonable control of the party ("Force Majeure Event"). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the party shall: (a) as soon as practicable notify the other party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible, including, as applicable, abiding by the

disaster plan in place for U-M. In the event that any Force Majeure Event delays a party's performance for more than thirty (30) calendar days following notice by the delaying party pursuant to this Agreement, the other party may terminate this Agreement immediately upon written notice.

- K. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. All prior discussions, agreements, and understandings between the parties regarding the subject matter, whether oral or in writing, are hereby merged into this Agreement.
- L. Signature Authority. Each party represents and warrants that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party.

This Agreement is completed in English and \_\_\_\_\_, with both versions being equally authentic; in the case of any discrepancy between the two versions, the English version shall prevail. This Agreement is hereby signed in two (2) copies in each language, with one (1) copy in each language remaining in the possession of each party.

**THE REGENTS OF  
THE UNIVERSITY OF MICHIGAN**

**[NAME OF FOREIGN INSTITUTION]**

By: \_\_\_\_\_  
Valeria Bertacco  
Arthur F. Thurnau Professor  
Vice Provost for Engaged Learning

By: \_\_\_\_\_  
[Printed Name]  
[Printed Title]

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

*Acknowledged by:*

**THE UNIVERSITY OF MICHIGAN  
[UM SCHOOL/COLLEGE/DEPT]**

By: \_\_\_\_\_  
[Printed Name]  
[Printed Title]

Dated: \_\_\_\_\_