

**STUDENT HOSTING AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF MICHIGAN
ON BEHALF OF ITS
[COLLEGE/SCHOOL, DEPARTMENT/UNIT]
AND
[NAME OF FOREIGN INSTITUTION]**

Through this Student Hosting Agreement (“Agreement”), the REGENTS OF THE UNIVERSITY OF MICHIGAN, a Michigan Constitutional corporation, on behalf of its [UM COLLEGE/SCHOOL, DEPARTMENT/UNIT] (“U-M”), located in Ann Arbor, Michigan, United States of America, and the [NAME OF FOREIGN INSTITUTION] (“[]”), located in [City], [Province/State], [Country], desiring to expand scholarly ties, facilitate academic cooperation, and promote mutual understanding, have agreed to establish a program for U-M to host students from [] at the Ann Arbor Campus of U-M.

**Section I
General Provisions for Hosting Students at U-M**

- A. **Students:** All participating [] students shall be bona fide students of [] and be engaged in a degree-oriented course of study at the undergraduate level (“Students”). No degree will be conferred on the Students by U-M. Students must return to [] for at least one (1) semester to complete their degree programs. In general, Students will be expected to undertake a full load of courses at U-M at an academic level equivalent to their level at []. U-M will issue a transcript directly to each Student; each Student will be responsible for providing their U-M transcript to []. Based on this U-M transcript Students may receive credit at [], subject to the policies of [].
- B. **Responsible Officers:** All matters pertaining to the hosting program created by this Agreement shall be administered by [Name], [Title] as the Responsible Officer for U-M, and by [Name], [Title], as Responsible Officer for []. Each Responsible Officer will regularly review the hosting program created under this Agreement to assess the desirability and feasibility of continuing the relationship between the Parties under the present terms.
- C. **Quotas:** For each year this Agreement is in effect, the U-M shall provide to [] a quota for the number of Students who may be hosted by U-M. This quota will be at least [number] ([#]), but may be increased by U-M in any given year, at U-M’s discretion. Students may enroll in the U-M fall, winter, spring, summer, or spring/summer terms; the Responsible Officers will work together each year to sub-divide this quota among these possible terms of enrollment. All Students will enroll for the minimum number of credits to be considered full time students under U-M policy.
- D. **Selection of Participants:** Prospective Students will be recommended for the hosting program by []. [] will give U-M at least five (5) months’ notice of participating Students and Students will be required to follow any uniform process or procedure for application that U-M or the U-M Responsible Officer may require. Students must provide the Responsible Officer of [] with information on their educational background, interests, and Academic Plan (see below). U-M reserves the right to require Student candidates to complete any necessary admission forms/applications and provide any other necessary documents. U-M shall provide assistance with enrollment and information on courses of study. This Agreement does not guarantee Students acceptance into U-M; Students will be considered for admission on an equal basis with all other applicants provided that they meet the prerequisites and requirements for admission to U-M. U-M reserves the right of final approval on the admission of a Student.
- E. **Academic Plan:** To be eligible to participate under this Agreement, all Student candidates must present an academic plan for their proposed period in residence at U-M (“Academic Plan”). The Academic Plan should include information on the Student’s academic background, interests, prior education, desired course elections at U-M, and must be in form and substance satisfactory to U-M. The Academic Plan should be submitted one (1) month prior to the start of the term in which Students wish to enroll. U-M will assist in advising incoming Students regarding course selection and registration processes. U-M reserves the right

to deny Students access to courses based on lack of prerequisites or lack of appropriate class standing or field of study. U-M does not guarantee admittance into classes taught in any specific discipline or academic program.

- F. Language Ability: Students must possess language ability necessary to fulfill their Academic Plan at U-M. English language competency can be verified by a Student's satisfactory performance, as established by U-M, on either the TOEFL (Test of English as a Foreign Language), the MELAB (Michigan English Language Assessment Battery), or IELTS (International English Language Testing System). Alternate proof of English language competency may be submitted by Students to U-M at the discretion of the U-M Responsible Officer.
- G. Visa/Immigration Requirements: Students are responsible for complying with all visa/immigration requirements, laws, and regulations of the United States of America, including obtaining and maintaining the appropriate visa and/or permits needed for participation in the hosting program during the entire term of the hosting program. Students will be issued the necessary immigration documents by the University of Michigan to obtain the appropriate visa. U-M shall bear no responsibility for those 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 United States of America for any reason whatsoever. Each Student must keep U-M informed of any changes in his/her visa status. 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.
- H. Tuition and Fees: Each Student will be required to pay U-M's applicable tuition and fees, including any fees for late payment, during the entire term of their participation in the hosting program at U-M established by this Agreement.
- I. Medical Costs: U-M will assume no obligations for payment of medical insurance and medical or dental treatment costs of Students. Students will be required to carry adequate international health insurance and provide proof to U-M that their insurance will cover the costs of health care during the period of their stay at U-M under this Agreement. If necessary, U-M will assist in obtaining appropriate insurance, but such assistance does not include financial assistance. Students who enter the U.S.A. on immigration documents issued by the University of Michigan will be required to have insurance that meets the specific standards described at <http://internationalcenter.umich.edu/resources/healthins/waiver#standards> or to purchase the University of Michigan's health insurance plan for international students and scholars.
- J. Travel and Transportation: Travel and transportation (domestic and international) costs are not included as part of the hosting program and are to be borne by the individual participating Students.
- K. 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 Student. Neither Party shall be responsible for such expenses. U-M will assist Students in obtaining accommodations to the extent feasible, but cannot guarantee accommodations in U-M residence halls. If housing in U-M residence Halls is not available, Students will be presented with alternative housing options.
- L. Rules and Regulations: Each participating Student will be required to comply with the federal and local laws of the United States of America and the State of Michigan, as well as the rules and regulations and of U-M and [REDACTED]. Any breach of U-M rules and regulations will be dealt with in accordance with the established policies and procedures of U-M, in consultation with [REDACTED].
- M. 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.

- N. Withdrawal: U-M shall have the right to require a participating Student to withdraw from the hosting program at U-M at any time if the Student's work or behavior has not met the requirements of U-M. This right will not be exercised without U-M's prior consultation with [REDACTED]. For suspension and reinstatement of study, Students must follow the applicable regulations of both Parties.
- O. 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.

Section II **Miscellaneous**

- A. Intellectual Property: The Parties agree that participating Students shall be responsible for complying with 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, disability, marital status, familial status, veteran status, or religion. Both Parties shall abide by these principles in the administration of this Agreement, and neither Party shall impose criteria for 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 best efforts to let current Students complete their hosting program already in progress at U-M.
- F. Notices: Any notices required 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, whether 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 [] nor U-M 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 with respect to the subject matter hereof. All prior discussions, agreements, and understandings between the Parties with respect to 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]

Valeria Bertacco
Arthur F. Thurnau Professor
Mary Lou Dorf Professor of Computer Engineering
Vice Provost for Engaged Learning

[Printed Name]
[Title]

Date

Date

Acknowledged by:
THE UNIVERSITY OF MICHIGAN
[COLLEGE/SCHOOL, DEPARTMENT/UNIT]

[Printed Name]
[Title]

Date