

AGREEMENT FOR STUDENT EXCHANGE

BETWEEN

DUKE UNIVERSITY
(THROUGH _____)
AND
[PARTNER INSTITUTION]

This Agreement (hereafter “**Agreement**”), with an effective date of [Month Day, Year] (hereafter “**Effective Date**”), is entered into by and between Duke University, a non-profit corporation located in Durham, NC, USA (hereafter “**Duke**”) and [Partner Institution], located in [City, Country] (hereafter “**abbreviation**”).

Duke and [Partner Institution] are individually referred to herein as an “**Institution**” or a “**Party**” and collectively referred to as the “**Institutions**” or the “**Parties**.” In addition, the Institution hosting a student under this Agreement shall be known as the “**Host Institution**” and the institution sending a student under this Agreement shall be known as the “**Home Institution**.”

Whereas, Duke and [Partner Institution] entered into an agreement in [year] (“**Original Agreement**”) under which students who pay tuition at the Home Institution are permitted to attend the Host Institution for no additional cost and with certain specified support by the Home and Host Institutions (“**Exchange Student**”); and

Whereas, the Original Agreement had a [number] (number) year term which expired in [expiration year] and the Parties continued the student exchange arrangement to [year]; and

Whereas, Duke and [Partner Institution] desire to extend their student exchange collaboration;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, Duke and [Partner Institution] agree as follows:

1. Exchange

For each year of this Agreement, subject to the terms and conditions herein:

1.1. [Partner Institution]: [Partner Institution] may enroll up to number (number) Duke Exchange Students in any semester offered by [Partner Institution], x

1.2. Duke: Duke may enroll up to number (number) [Partner Institution] Exchange Students for up to two (2) semesters in the Duke Graduate School.

If [Partner Institution] enrolls less than the number (number) Duke students in a given year or if Duke enrolls less than number (number) [Partner Institution] students for less than two (2) semesters in a year, the Parties will discuss and seek to reach agreement on allowing additional students to participate in the exchange in future years so as to attempt to achieve, over the Term: (A) [Partner Institution] enrollment of up to [x number] Students; and (B) Duke enrollment of [Partner Institution] students for up to [x number] semesters (“**Balance Goal**”).

1.3 Imbalanced Exchange: The Parties acknowledge that the Balance Goal depends upon student interest and qualified student applicants, and therefore, may not be achieved. As provided for in Section 4 below, either Party may terminate this Agreement at any time, including a concern that the Term will end without meeting the Balance Goal. In addition, as provided for in Section 4, the Parties will discuss an extension of this Agreement if there is not a Balanced Exchange at the end of the Term.

1.4 Effect of Withdrawal: If an Exchange Student withdraws or is withdrawn before the end of an ongoing exchange, the student or the semester underway will count towards the Balance Goal.

2. **Nomination, Application, Admission, Visa and Courses**

2.1 Nomination: The Home Institution will nominate candidates for exchange to the Host Institution (hereafter “**Nominated Exchange Student**”). The Home Institution must nominate students who meet at least the following criteria:

- The Nominated Exchange Student must be currently registered as a Graduate Student at the Home Institution unless the Home Institution has requested and obtained from the Host Institution consent to consider the application of an undergraduate student;
- The Nominated Exchange Student must satisfy language proficiency requirements established by the Host Institution, including as required by any visa requirements.

2.2 Application: A Nominated Exchange Student must apply to attend the Host University as a student using application materials and procedures established by the Host University. Admission to the Host Institution is at the discretion of the Host Institution, which shall admit all qualified students as necessary to promote the Balance Goal.

2.3 Visas: Each Exchange Student is solely responsible for securing the permission required, if any, to enter the country where the Host Institution is located. The Host Institution shall inform Exchange Students about this obligation and shall provide the students all materials the Host Institution is able to provide in connection with the student's application, including without limitation, an invitation letter.

2.4 Courses: Duke will permit and must require Exchange Students to enroll in a full-time course load in the Graduate School. Any particular classes are subject to availability. The Host Institution will enroll Exchange Students in courses that have available space and that fit within the Exchange Student's schedule only when the Exchange Student meets the prerequisites established by the course instructor (which may include a required level of language proficiency). As is the case for its full-time students, the Host Institution does not guarantee enrollment of Exchange Students in any given course.

2.5 No Degrees: Exchange Students will not be candidates for degrees of the Host Institution.

2.6 Transcripts: The Host Institution shall provide the Exchange Student's official transcript to the Home Institution with respect to courses taken at the Host Institution. Exchange Student academic records may be transmitted by the Host or Home University only if permitted by and in accordance with any applicable privacy laws.

2.7 Exchange Student Privileges and Obligations: The Host Institution shall provide Exchange Students all the privileges enjoyed by full time students enrolled in the Host Institution. The Home Institution agrees that the Host Institution may subject Exchange Students to all rules, regulations and student code of conduct of the Host Institution, and may require the Exchange Student to acknowledge this in writing. Exchange Students will also remain subject to the rules, regulations and student code of conduct expectations of the Home Institution. In the event of a material conflict between the application of Host Institution's and Home Institution's rules, regulations and student codes of conduct, the Institutions will collaborate in an effort to apply a uniform approach.

2.8 Withdrawal: The Host Institution may require the withdrawal of any Exchange Student whose academic standing or conduct warrants such action. To the extent permitted by applicable privacy law, the Host Institution shall promptly inform the Home Institution of any issue, effort or decision that could lead to withdrawal of an Exchange Student.

3. Fees, Costs and Support

3.1 Home Institution Tuition and Fees: Exchange Students will pay normal tuition and tuition-based fees to their Home Institution in accordance with its policies. Host Institutions will not charge Exchange Students for tuition or application fees.

3.2 Other Charges: The Host Institution may assess Exchange Students any non-tuition-based fees that it assesses to its full-time students, such as fees for laboratory work, field study and studio classes.

3.3 Housing: The Host Institution Liaison Officers will provide Exchange Students information about housing, and assistance in locating the same.

3.4 Health Insurance - Duke: [Partner Institution] Exchange Students are required to purchase the Duke Student Health Insurance Plan or obtain a written exception from this requirement. See <https://visaservices.duke.edu/categories/j1/health-insurance/eligibility>. Absent an insurance waiver, Duke will bill the Exchange Student for the Duke Student Health Insurance Plan.

3.5 Uninsured Medical Expenses: Exchange Students are solely responsible for all medical expenses. Each Institution can require Exchange Students to provide written acknowledgement of this responsibility.

3.6 Expenses: The Home Institution guarantees that the Host Institution shall not be responsible for undertaking or incurring efforts, costs and expenses associated with the Exchange Students study at the Host Institution, including but not limited to, making international and domestic travel arrangements; paying for accommodations (other than those specified above in 3.3) and meals, study materials, local transportation, personal expenses, passport, visa application, and all living expenses. The Host Institution shall not be responsible for any such efforts, costs or expenses.

4. Term and Termination

4.1 Term: This Agreement shall be effective for the potential admission of Exchange Students for the years [year] through [year] unless terminated as provided for in this Section 4 (the “**Term**”).

4.2 Renewal: This Agreement may be renewed upon mutual written agreement of the parties.

4.3 Termination and Suspension: Either Institution can terminate this Agreement for any reason upon one-year prior written notice to the other Institution. In the event of termination of this Agreement, the obligations of this Agreement shall remain with respect to any Exchange Students presently at a Host University.

In addition, either Party can suspend or modify performance of this Agreement in light of circumstances beyond the Party’s reasonable control, such as the current pandemic or other events that are included within force majeure. Modified performance can include delivery of instruction by a Party in a virtual setting, if appropriate for the other Party’s student.

4.4 Balanced Exchange – Extension of Term: If a Balanced Exchange is not achieved by the end of the Term, the Parties will confer and may decide to extend the agreement for an additional period during which time the Institution which has not sent as many students will be entitled to send additional students in an effort to achieve a Balanced Exchange, subject to all terms and conditions herein. If a Balanced Exchange is not achieved after two years, this Agreement will terminate without either Party being obligated to accept additional Exchange Students.

5. Governing Law and Dispute Resolution

5.1 Governing Law: This Agreement shall be governed in accordance with the laws of North Carolina, without giving effect to any choice of law or conflict of law provisions or rules thereof that would otherwise permit or require the application of the laws of another jurisdiction.

5.2 Dispute Resolution: Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules. The appointing authority shall be the International Chamber of Commerce. The number of arbitrators shall be one. The place of arbitration shall be New York, New York, or such other place as mutually agreed to by the Institutions. The language to be used in the arbitral proceedings shall be English. The Institutions hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

5.3 Mitigation: In the event of a dispute, Duke and [Partner Institution] shall take all available steps to avoid impact on Exchange Students and shall otherwise continue to carry out their respective responsibilities under this Agreement to the effect not affected by the dispute.

6. Indemnification and Insurance

6.1 Indemnification: Each Institution (hereafter the “**Indemnifying Institution**”) agrees to indemnify, defend and hold each other harmless the other, its Affiliates, and their respective officers, shareholders, directors, agents and employees (each an “**Indemnified Party**”) from and against any and all claims, losses, liabilities and damages (including without limitation, attorney’s fees, costs and expenses) (collectively “**Claims or Losses**”) incurred by an Indemnified Party as a result of a third party claim (including, without limitation, claims by an Exchange Student) to the extent the Claim or Loss is caused by the Indemnifying Institution’s breach of this Agreement, gross negligence or wilful misconduct or omission.

6.2 Insurance: Each Institution shall carry and maintain insurance sufficient to cover the Institution’s obligations herein, including the Indemnification Obligation.

7. Miscellaneous

7.1 **Non-Discrimination:** Duke and [Partner Institution] subscribe to the policy of equal opportunity and do not discriminate on the basis of race, color, religion, national origin, disability, veteran status, sexual orientation, gender identity, sex, genetic information, or age. Duke and [Partner Institution] shall abide by these principles in the administration of this Agreement

7.2 **Independent Status:** In the performance of this Agreement, Duke and [Partner Institution] will be acting in their individual capacities and not as agents, employees, joint-venturers, or associates of one another.

7.3 **Entire Agreement and Waiver:** This Agreement constitutes the entire agreement between Duke and [Partner Institution] with respect to the subject matter of this Agreement. No waiver, consent, modification, or change of terms to this Agreement shall bind either party unless in writing and signed by both parties. No other statements or representations, written or oral, shall be deemed a part of the Agreement.

7.4 **No Third-Party Beneficiaries:** Duke and [Partner Institution] are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons, including without limitation Exchange Students, unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

7.5 **Severability:** If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision.

7.6 **Force Majeure:** Duke and [Partner Institution] shall not be liable to the other or deemed in breach under this Agreement if and to the extent such party's performance is prevented by reason of "Force Majeure" defined as an event which an Institution is unable to reasonably prevent or foresee and prevents performance under this Agreement.

7.7 **Authority to Bind:** The signatories to this Agreement represent that they have the authority to bind their respective Institutions to this Agreement.

7.8 **Counterparts:** This Agreement will be executed in English and with duplicate originals using blue ink. Each such duplicate original shall be deemed an original copy of this Agreement for all purposes.

7.9 Liaison Officers: Duke and [Partner Institution] designate the following to serve as a liaison officer to facilitate the terms of this Agreement.

DUKE	[Partner Institution]
[Contact Title and Name], [Position]	[Contact Title and Name], [Position]
[Office or Department]	[Office or Department]
[Address]	[Address]
[Email]	[Email]

If Duke or [Partner Institution] desire to change this designation, they shall do so providing notice as required by Section 4.

7.10 Addresses for Notices: If an Institution is required to provide Notice under this Agreement, it should be provided to the following individuals at the following addresses:

DUKE	[Partner Institution]
Eve M. Duffy Associate Vice Provost for Global Affairs Office of Global Affairs Duke University PO Box 90035 Durham, NC 27708 USA	[Contact Title and Name], [Position] [Office or Department] [Address] [Email]
<u>With a copy to:</u> William Nicholson, Associate Counsel Duke University 310 Blackwell Street, 4 th Floor Durham, NC 27719 USA	

By affixing their signatures below, authorized representatives of Duke and [Partner Institution] hereby agree, on behalf of their respective Institutions, to the terms and conditions of this Agreement:

For DUKE	For [PARTNER INSTITUTION]
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[Name]	[Name]
[Title]	[Title]
[Office or Department]	[Office or Department]
Date:	Date: