Sub-Agreement for Academic Cooperation and Exchange

**Between**

**The Trustees of Indiana University**

**On behalf of [Name of Academic Unit]**

**And**

**[Partner University]**

**On behalf of [Name of Academic Unit]**

The Trustees of Indiana University (“Indiana University”), on behalf of [Academic Unit], established in the State of Indiana, United States of America, and [Partner University] (“abbreviated name”), on behalf of [Name of Academic Unit] established in [Location] (each a “Party” and collectively, the “Parties”), to further develop the relationship recognized by the Agreement of Friendship and Cooperation between the Trustees of Indiana University and [Partner Institution] signed on [Date], enter into this Sub-Agreement for Academic Cooperation and Exchange on this [Day] day of [Month], [Year] (the “Effective Date”) and hereby agree as follows:

1. **Student Exchange**
2. Each year, [Partner Institution] shall be entitled to send up to [number] degree-seeking students from its [undergraduate, graduate, or other] programs for [one semester, one academic year, or other length of time] to Indiana University in order to [attend classes, conduct research, or other purpose]. Indiana University shall similarly be entitled each year to send up to [number] students for [one semester, one academic year, or other length of time] to [Partner Institution] to [attend classes, conduct research, or other purpose].
3. The normal length of the stay of exchange participants at the host institution will be [one semester, one academic year, or other length of time not to exceed 12 months].
4. Each home institution will nominate its exchange participants on the basis of the below criteria; the home institution may deviate from such criteria only under special circumstances. The student generally must:
   1. have completed at least one year full-time study at the home institution;
   2. have a good-to-excellent academic record; and
   3. meet all admission or specific requirements of the home institution and host institution, including language proficiency test scores as specified by the host institution.
5. The home institution is responsible for preliminarily screening and nominating students for this program, and for ascertaining that each exchange participant is proficient in the language of instruction (where applicable) at the host institution and likely to benefit from a particular course of study. While the host institution will generally accept the candidates nominated by the home institution, each host institution reserves the right to make final admissions decisions with respect to the candidates proposed for the exchange by the home institution.
6. The host institution will provide formal letters of admission, relevant documentation for visa applications, and any other documents necessary for the students to enroll and study at the host institution. Exchange participants are responsible for paying the costs of visas for themselves and any dependents. Each Party shall assist with submission of the visa paperwork necessary for exchange participants and accompanying dependents, if applicable. Neither Party can guarantee the issuance of the required student visa by the host country.
7. Prior to the term of exchange, each Party will provide incoming exchange participants with an estimate of the expenses to be expected during the period of attendance at the host institution.
   1. Exchange participants will be required to pay regular tuition and fees to their home institution. The exchange will not entail any monetary transaction between the Parties.
   2. Exchange participants are responsible for costs associated with travel, accommodation (room and board), course materials, health insurance and any campus health center fees, living expenses, and other incidental expenses.
   3. Exchange participants from Indiana University are responsible for obtaining at least the minimum health insurance coverage required by [Partner Institution] and/or the [Name of Host Country] state. At [Partner Institution], exchange participants are subject to [describe mandatory coverage or fees, if applicable].
   4. Exchange participants from [Partner Institution] are responsible for purchasing health insurance under the IU International Student Health Insurance Program (IHIP), or for demonstrating that they have comparable health insurance coverage and completing a waiver. {*Include only for the Bloomington campus:* At Indiana University, exchange participants are also subject to a mandatory Student Health Fee.}
8. Each Party will assist exchange participants in locating suitable housing accommodations and offer, as appropriate, assistance on registration and advice regarding campus life, health, language, and cultural adjustment.
9. *{Optional term; use only when relevant}* [Partner Institution] will guarantee that for at least one semester (Fall or Spring) each academic year, if not both semesters, a minimum of 12 credits of appropriate English-language courses will be available for Indiana University exchange participants to take. Exchange participants needing to take courses in English should have ample notice of the availability of such courses in order to choose the most appropriate semester(s) in which to study at [Partner Institution].
10. *{Optional term; use only when relevant}* Exchange students at [Partner Institution] can take regular university courses taught in English; [foreign language] courses; and regular university courses taught in [foreign language] (if the student has working knowledge of that language). Exchange students at [Partner Institution] may be restricted from taking courses from [list any restricted schools, departments, programs, or units].
11. Exchange participants from [Partner Institution] should take a sufficient number of courses at Indiana University to obtain the minimum number of credit hours as required by U.S. visa regulations. A 12-credit course load per semester is recommended. Exchange participants from Indiana University should take no fewer than 12 credits per semester except with prior permission from the home institution.
12. Each Party agrees to apply credits earned at the host institution toward the home degree as appropriate. All credit transfer will be evaluated upon the students’ return.
13. Subject to requirements imposed by their home institutions, exchange participants will be afforded the same freedom and restrictions as regular students when selecting courses. Exchange participants will have the same access to the host institutions’ facilities, academic advisors, and student support services as all other students.
14. At the conclusion of the exchange program and to the extent permitted by law, the host institution will send the home institution an official transcript of credits and grades for the exchange participant. To comply with United States data protection law, exchange participants from [Partner Institution] will need to sign a release form at orientation, permitting Indiana University to send transcripts to [Partner Institution].
15. **Short-Term Visiting Student Programs**
16. The Parties agree to collaborate on short-term visiting student programs. The home institution will select program participants and provide the host institution with information on each program participant as required for purposes of issuing the appropriate visa documents.
17. When [IU Academic Unit] serves as the host institution for program participants from [Partner Institution], [Partner Institution] will provide the following to [IU Academic Unit] at least three (3) months prior to the start of the program so that [IU Academic Unit] may complete an online reporting form and upload supporting documents with the Indiana University Office of International Services (“OIS”). Such information will be used by OIS to determine the most appropriate visa for program participants from [Partner Institution] and ensure that all U.S. regulatory compliance requirements are met.
18. A statement or copy of each program participant’s transcript that verifies the program participant is currently enrolled, and in good standing, at [Partner Institution].
19. A statement that verifies each program participant has the requisite English proficiency for successful participation in the program at Indiana University.
20. Evidence of financial support for the full cost of program participation for each program participant.
21. Proof of health insurance coverage for each program participant and for each faculty and staff member accompanying program participants. [IU Academic Unit] may request the assistance of OIS to secure coverage for each program participant through Indiana University’s comprehensive health insurance plan.
22. The host institution will assist, as reasonable, with logistics, educational and cultural programming, and other on-site support for the visiting students.
23. Program participants will be considered short-term visitors and will not be required to apply or be admitted to the host institution. Program participants may not earn course credit, a certificate, or any other academic credential from the host institution.
24. Program participants will be responsible for their own travel expenses. The Parties may, at their discretion, grant awards to program participants from their home institutions to cover selected program expenses.
25. Program participants are responsible for paying the costs of their individual passport and, if required, visa. Neither Party can guarantee the issuance of a visa by the host country.
26. **Short-Term Administrative/Faculty Exchange**
27. The Parties may each select and nominate up to [#] faculty member per academic year from any branch of learning to visit the partner institution as an exchange participant. The length of each visit will be [approximately one month or other length of time]. Each host institution will determine whether recommended faculty members are acceptable.
28. Dossiers, including a brief biographical account and a statement of purpose for the exchange period at the host institution, must be received four months prior to participation to allow time for visas and documentation. Indiana University also requires documentation that verifies the exchange participant from [Partner University] has the requisite English proficiency for successful participation in the exchange program.
29. Expenses for round-trip air travel, board, lodging, and health insurance will be the responsibility of the home institution or the exchange participant.
30. The host institution will provide assistance to the exchange participant in finding appropriate lodging. The host institution will also provide study and research privileges equivalent to those available to resident faculty members.
31. Exchange participants are expected to study and work according to a mutually agreed upon plan for professional improvement and research. Specific arrangements for special facilities, laboratories, local research, and the like will be agreed upon by the Parties in advance.
32. **Exchange Program Administration**
33. The Parties understand that a balance in number of exchange participants shall be maintained over a five year period. The Parties shall liaise in a timely manner with each other in order to ensure reciprocity in the number of exchange participants each institution will accept in a given year.
34. Upon completion of the exchange term at the host institution, exchange participants must return to their home institution. An extension of stay by an exchange participant shall only be authorized by mutual agreement of the Parties.
35. Obligations under this Sub-Agreement pertain to the exchange participants; neither institution has any obligation with respect to spouses and families of exchange participants.
36. Each Party reserves the right to dismiss any exchange participant at any time for academic or personal misconduct in violation of established institutional policies. The dismissal of an exchange participant will not abrogate the agreement for the arrangements regarding other participants.
37. The Parties acknowledge and agree that any such activity must be organized and administered in accordance with applicable law and the relevant policies and procedures of each Party.
38. **Other Collaborative Activities**

The Parties may explore collaboration on other activities including, but not limited to, [describe potential activities]. Prior to initiating any joint program or project, the Parties shall enter into a separate Sub-Agreement setting forth the academic units and personnel involved, the duration of the program or project, and the source of any funding required for the program or project. Each such Sub-Agreement, prior to becoming effective, shall be vetted in accordance with each Party’s internal policies and procedures and signed by an authorized representative of each Party. The Parties acknowledge and agree that any such program or project must be organized and administered in accordance with applicable law and the relevant policies and procedures of each Party.

1. **Communications and Notices**

Each Party shall send communications or notices pertaining to this Sub-Agreement to the other Party at the relevant address set forth below or to such other address designated by that other Party through written notice.

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| --- | --- |
| Indiana University: | Contact Name, Title  School, Office, or Unit  Mailing Address  City, State, Zip, Country  Phone: +1-xxx-xxx-xxxx  Email: |
| Partner Institution: | Contact Name, Title  School, Office, or Unit  Mailing Address  City, State, Zip, Country  Phone: +xxxx  Email: |

1. **Use of Logo and Name**

Each Party grants, for the term of this Sub-Agreement, a limited, non-exclusive, royalty-free license to use its logo and name (the “Trademarks”), to the other Party, solely for the promotion of this Sub-Agreement and any joint programs and projects developed hereunder. The rights granted by Indiana University under this agreement are limited to the use of the logo and name of the [Name of Academic Unit]. Each Party agrees that each time it reproduces and/or republishes the other Party’s Trademarks it shall do so in a form identical to that provided by each Party, without alteration. Each Party agrees to use the other Party’s Trademarks in a careful and prudent manner. Except as otherwise set forth in this paragraph, each Party agrees not to use the other Party’s name, trademarks, or other intellectual property in any manner whatsoever without prior written consent in each instance. Requests pertaining to Indiana University shall be emailed to the IU Office of Licensing & Trademarks at iulogo@iu.edu. The Parties acknowledge by this Sub-Agreement, that they acquire no right, title or interest in and to the other Party’s Trademarks whatsoever other than to use the Trademarks in accordance with the term and conditions hereof. The use of each Party’s Trademarks may not be assigned, transferred, shared or divided in any manner by the other Party without the prior written consent in each instance.

1. **Equal Opportunity**

Both Parties subscribe to the policy of Equal Opportunity and will not discriminate on the basis of race, sex, sexual orientation, age, ethnicity, religion or national origin. Both Parties shall abide by these principles in the administration of this Sub-Agreement and neither institution shall impose criteria for the exchange of participants which would violate the principles of non-discrimination.

1. **Duration and Amendment**
2. This Sub-Agreement will remain in force for a period of [indicate length of agreement, up to five (5) years] from the Effective Date; however, either Party, at its discretion, may terminate this Sub-Agreement during its term by giving notice at least six (6) months in advance of the intended termination date. If the Agreement of Friendship and Cooperation between the Trustees of Indiana University and [Partner Institution] is terminated or expires, this Sub-Agreement will also terminate.
3. This Sub-Agreement may be amended or renewed by a written agreement signed by an authorized representative of each Party.
4. **Dispute Resolution**

In the event of a dispute arising out of or relating to this Sub-Agreement, the Parties shall establish a committee of six (6) senior representatives, three (3) appointed by each Party, to attempt to resolve the dispute.

*{Optional; use only when relevant}* This Sub-Agreement is written in English and in [Foreign Language]. In the event of a conflict between the English and [Foreign Language] versions, the English version shall govern.

IN WITNESS WHEREOF, the Parties have caused this Sub-Agreement to be duly executed.

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| On behalf of:  Name of Partner Institution |  | On behalf of:  The Trustees of Indiana University |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorized representative  Title |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Dean or Unit Representative  Title, Name of Academic Unit |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorized representative  Title |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Hannah L. Buxbaum  Vice President for International Affairs |
|  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Donald S. Lukes  University Treasurer |