Sub-Agreement for Student Exchange

**Between**

**The Trustees of Indiana University**

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

**And**

**[Partner Institution]**

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

The Trustees of Indiana University (“Indiana University”), on behalf of the [Academic Unit], established in the State of Indiana, United States of America, and [Partner Institution] (“abbreviated name”), on behalf of the [Name of Academic Unit], established in [City], [Country] (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 Student Exchange on this [Day] day of [Month], [Year] (the “Effective Date”) and hereby agree as follows:

1. **Definitions and General Information**
2. Indiana University [Academic Unit] and [Partner Institution] [Academic Unit] shall be the offices responsible for the administration of this exchange program.
3. “Home institution” shall mean the institution from which the student intends to graduate and receive a degree; “host institution” shall mean the institution which receives the student for short-term studies from the other institution.
4. “Exchange participant” shall mean a student participating in the program described in this Sub-Agreement.
	1. Exchange participants shall be enrolled as full-time, non-degree students at the host institution and undertake research or take credit-bearing courses there.

* 1. 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].
	2. 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.
	3. Obligations under this Sub-Agreement pertain to the exchange participants; neither institution has any obligation with respect to spouses and families of exchange participants.
1. 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].
2. 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.
3. Each Party shall designate a program director to be responsible for sending communications or notices pertaining to this Sub-Agreement to the other Party, screening applicants, and coordinating admission, orientation, advising, and support services for the exchange participants.

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| Indiana University: | Contact Name, TitleSchool, Office, or UnitMailing AddressCity, State, Zip, CountryPhone: +1-xxx-xxx-xxxx Email:  |
| Partner: | Contact Name, TitleSchool, Office, or UnitMailing AddressCity, State, Zip, CountryPhone: +xxxx Email:  |

1. 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.
2. **Program Administration**
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. *{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 [insert #] 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].
9. *{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].
10. 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.
11. 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.
12. 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].
13. 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.
14. **Exchange Participant Responsibilities**
15. 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.
16. 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.
17. 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. [*Include if needed:* At [Partner Institution], exchange participants are subject to [describe mandatory coverage or fees].]
18. 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 for* *IU Bloomington only*: At Indiana University, exchange participants are also subject to a mandatory Student Health Fee.]
19. 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.
20. 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 [insert #]-credit course load per semester is recommended. Exchange participants from Indiana University should take no fewer than [insert #] credits per semester except with prior permission from the home institution.
21. **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 institutions 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 institutions shall abide by these principles in the administration of this Sub-Agreement and neither institution shall impose criteria that would violate the principles of non-discrimination.

1. **Duration and Amendment of the Sub-Agreement**
2. This Sub-Agreement will remain in force for a period of [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 representativeTitle |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dean or Unit RepresentativeTitle, Name of Academic Unit |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Authorized representativeTitle |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Hannah L. BuxbaumVice President for International Affairs |
|  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Donald S. LukesUniversity Treasurer |