BILATERAL STUDENT EXCHANGE PROGRAM AGREEMENT

**THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA**

**BY AND ON BEHALF OF**

**GEORGIA INSTITUTE OF TECHNOLOGY**

**and**

# [International University]

This Bilateral Student Exchange Agreement (“Agreement”) is made and effective as of last date of signature (“Effective Date”) by and between **The Board of Regents of the University System of Georgia by and on behalf of Georgia Institute of Technology** (“**Georgia Tech**”) having its principal offices located at 225 North Avenue, Atlanta, GA 30332 and <**INSERT Name of International University HERE**> (“**Insert Abbreviated Designation Here**”) having its principal offices located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Georgia Tech and <Abbreviated International University Designation> are sometimes hereinafter individually referred to as “Party” or “Institution” and collectively referred to as “Parties” or “Institutions.” Georgia Tech and <Abbreviated University Abroad Designation> may also be individually referred to as “Home Institution” or “Host Institution” depending on where the exchange student is currently enrolled as a degree-seeking student.

**WHEREAS**, Georgia Tech and <Abbreviated International University Designation> have complementary interests to broaden student educational experience and horizons, to promote understanding and goodwill and to strengthen cultural ties;

**WHEREAS**, Georgia Tech and <Abbreviated International University Designation> wish to create a student exchange program aligned with their complementary interests;

**NOW, THEREFORE**, the Parties agree as follows:

## BALANCE

* 1. Student exchanges will be for one semester or one academic year. The number of students participating in the exchange will be calculated in terms of semesters rather than years.
	2. **Please Select One of the Following for Insertion Here:**

Undergraduate student exchange will be on a one-to-one basis. Graduate student exchange will also be on a one-to-one basis, in a separate count from the undergraduate balance.

OR

Undergraduate and graduate students may be exchanged as part of this Agreement. Because tuition for graduate students at Georgia Tech is significantly higher than undergraduate students’ tuition, undergraduate students will be counted as 1 for each semester of study and graduate students will be counted as 1.7 for each semester of study.

OR

Undergraduate and graduate students may be exchanged as part of this Agreement. Because tuition for graduate students at Georgia Tech is significantly higher than undergraduate students’ tuition, when a Georgia Tech undergraduate participates in this exchange and a graduate level student from <Abbreviated International University Designation> participates in this exchange, the graduate level student from <Abbreviated International University Designation> will be responsible for paying to Georgia Tech the difference between undergraduate and graduate tuition.

* 1. Imbalances will be accommodated with the approval of the Host Institution based on the availability of placements and funds.
	2. The number and level of students to be exchanged each term will be mutually agreed upon by the International Offices at both Institutions.

## APPLICATION

* 1. Student candidates must first be selected by their Home Institution to participate in this exchange program. The student candidates are then subject to approval of the Host Institution. The candidates must satisfy admission requirements for exchange students, including, but not limited to, language proficiency requirements.
	2. Completed student applications to participate in this exchange program must be received by the Host Institution exchange coordinator’s office by the Host Institution’s deadlines.

## REGISTRATION

* 1. Exchange students shall not be charged for application, tuition, or other mandatory student fees at the Host Institution. Exchange students will, however, be required to pay tuition and mandatory student fees to the Home Institution. Fees for programs provided by the Host Institution and not covered by these mandatory fees, such as optional orientation programs, will be the responsibility of the exchange students who will pay such programmatic fees to the Host Institution.
	2. Exchange students will receive all orientation and registration materials from the Host Institution with instructions to proceed through that institution’s normal registration procedures and abide by the established deadlines.
	3. Exchange students shall be accorded the same rights and privileges as other non-degree-seeking students at the Host Institution.
	4. At the completion of the period of study and upon the exchange student’s written request, an official transcript of coursework and grades will be mailed to the appropriate office of the Home Institution and/or the exchange student.

## STUDENT OBLIGATIONS

1. Exchange students are responsible for their own financial support and the Host Institution bears no responsibility for providing funds to an exchange student for any purpose. Proof of support during the student’s stay in the host country may be required by immigration and other authorities.
2. To the extent possible and at the exchange students’ expense, both Institutions will assist with housing arrangements for students participating in this exchange.
3. Exchange students are responsible for complying with all applicable home and host country immigration laws and applicable Home and Host Institution policies, rules and regulations.
4. Exchange students will be individually liable for any and all of their actions at all times and neither the Home nor Host institution will be liable for exchange students’ actions, omissions or the results thereof.
5. Each exchange student is required to have health, evacuation and repatriation insurance valid in the host country. This insurance must meet the minimum standards for insurance required by the Host Institution and by applicable laws, regulations, rules and policies.
6. EXPORT

The Parties understand that Georgia Tech’s performance under this Agreement is subject to applicable U.S. export control laws and regulations.

1. INTELLECTUAL PROPERTY

No license, ownership or right in or to any intellectual property is granted hereunder to either Party. Ownership of intellectual property created by exchange students while at the Host Institution will be governed by the Host Institution’s policy on ownership of intellectual property.

1. USE OF NAMES, TRADEMARKS AND LIKENESSES

Neither Party may use the name or trademark of the other Party in any form of advertising or publicity without the express written permission of the other Party and in accordance with that Party’s applicable terms, guidelines and/or policies. Each Party must seek permission from the other Party by submitting the proposed use for review and request for permission well in advance of any deadline.

Notwithstanding anything herein, neither Party shall state or imply support, endorsement or sponsorship of the other in any materials or in connection with any of itsactivities, including, but not limited to, advertising, promotions, or marketing.

As applicable, both Parties shall be responsible for obtaining any necessary publicity releases, likeness/image releases and intellectual property rights in connection with their activities hereunder.

1. PARTIES’ RESPONSIBILITIES

Each Party shall be responsible for its own acts, omissions and the results thereof. Neither Party shall be liable for the acts or omissions of the other Party or that Party’s employees, agents, or students.

1. INSURANCE

Each Party shall obtain and/or maintain at their own expense and at all times during this Agreement appropriate insurance policies of workers compensation, employer’s liability, and commercial general liability insurance regarding its involvement in the Agreement in amounts which are reasonable and customary for academic institutions of comparable size and undertaking similar activities as the Parties. Georgia Tech as an institution of the University System of Georgia is self-insured to the fullest extent under its self-insured State Insurance Plan.

Each Party shall, upon written request, provide written proof of the existence of such insurances to the other Party.

1. ACCREDITATION

Georgia Tech is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award bachelor's, master's, and doctoral degrees. <Abbreviated International University Designation> is not accredited by SACSCOC and Georgia Tech’s accreditation does not extend to or include <Abbreviated International University Designation> or its students. Further, although Georgia Tech agrees to accept certain course work from <Abbreviated International University Designation> to be applied toward an award from Georgia Tech, that course work may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from Georgia Tech. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of such course work or credits.

[Accreditation Language for International University, if applicable.]

## DISPUTE

The Institutions will in good faith attempt to settle amicably any dispute arising from or in connection with this Agreement.

## DATA PROTECTION

**Please Select One of the Following for Insertion Here:**

**For Universities Located in EU or EEA Countries:**

For purposes of this Agreement, the terms “controller”, “international organization”, “personal data”, “personal data breach”, “process(ing)”, “recipients”, and “third country” shall have the meanings given to them in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“GDPR”).

Each party shall process personal data for the purposes set forth in this Agreement and in accordance with privacy and data protection laws, including the GDPR, to the extent applicable to the party’s processing of personal data.

For purposes of this Agreement, each party is considered a separate controller acting independently regarding its personal data processing.

To the extent applicable to it, each party shall comply with the GDPR’s rules regarding the transfer of personal data to recipients in third countries or international organizations.

To the extent a party (“Disclosing Party”) discloses personal data to another party (“Receiving Party”), and GDPR applies to the Receiving Party in relation to the processing activity in question, the Receiving Party shall notify the Disclosing Party in the case of a personal data breach relating to the personal data disclosed if the personal data breach is likely to result in a risk to the rights and freedoms of natural persons. The Receiving Party shall make any such notification to the Disclosing Party without undue delay, or within five (5) business days of knowledge of the personal data breach.

OR

**For Universities NOT Located in EU or EEA Countries:**

For purposes of the administration and academic cooperation and exchange hereunder, both Institutions acknowledge and agree to collect, process, use, disclose and manage personal data related to the exchange students in accordance with their applicable laws, regulations, rules and policies governing such data.

1. PRIVACY OF STUDENTS’ EDUCATION RECORDS

Each Party shall maintain the privacy and confidentiality of students’ education records and shall only release such records in accordance with their applicable privacy laws regarding student education records.

## SEVERABILITY AND ENTIRE AGREEMENT

* + 1. Each provision of this Agreement is a separate and independent clause. If any provision of this Agreement is found invalid or unenforceable, then such provision shall not invalidate or in any way affect the enforceability of the remainder of this Agreement.
		2. This Agreement contains the entire agreement and understanding between the Parties regarding the subject matter herein, and supersedes any prior agreements or communications, written or oral. Any changes or modifications to this Agreement must be in writing and signed by both parties.

## TERM AND TERMINATION

* 1. This Agreement shall be effective from the Effective Date and continue for a period of **three (3) years**. The Parties may renew or extend this Agreement upon mutual written agreement.
	2. Either Party may terminate this Agreement with six (6) months’ written notice. In the event of termination, the exchange students in the program at such time shall be permitted to complete their activities in accordance with the terms of this Agreement.
	3. This Agreement is written in English and may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile or electronic signature copies shall be deemed original for all purposes.

**{Signatures on the Following Page} -> Use or Omit as Needed**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date by their duly authorized representatives.

**THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF**

**GEORGIA INSTITUTE OF TECHNOLOGY:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: **Bernard J. Kippelen**

Title: **Vice Provost for International Initiatives**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Reviewed by GT OGC Legal Affairs**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**<INSERT NAME OF INTERNATIONAL**

**UNIVERSITY HERE>:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_