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[INSTRUCTIONS (DELETE BEFORE SENDING TO OTHER PARTY):

●      Please contact GPS Alliance (gpscontracts@umn.edu) first so they can check with

the University’s Export Controls and International Projects Officer to ensure the other

party does not appear on restricted entity lists, is not located in a sanctioned jurisdiction,

and is not otherwise subject to U.S. Government restrictions.

●      Agreements for specific projects must be routed to the appropriate University unit for

review, approval, and signature in accordance with the University Administrative Policy:

President’s Delegation of Authority and Regents Policy: Legal Review of Contracts.]

**INSTITUTIONAL EXCHANGE PROGRAM AGREEMENT**

**Between**

**Regents of the University of Minnesota**

**on behalf of its**

**(“UMN”)**

**and**

**(“Home Institution”)**

***With this INSTITUTIONAL EXCHANGE PROGRAM agreement*** (“Agreement”), effective      ,UMN and the Home Institution, sharing common goals of education and desiring to facilitate and enrich, through international and cultural exchange, opportunities for students of the Home Institution to participate in certain educational experiences offered by UMN, as described in further detail on Schedule(s) attached to this Agreement.

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

**1. Description of Exchange Program.**

1.1 With this Agreement, UMN and the Home Institution establish an exchange program to provide opportunities for students of the Home Institution to participate in certain educational experiences offered by UMN, as described in further detail on Schedule(s) attached to this Agreement.

1.2 Contact Information (may be updated from time to time on Schedule(s) attached to this Agreement).

|  |  |
| --- | --- |
| Home Institution*:* | Attn:        Phone No.:  E-mail: |
| *UMN:* | **University of Minnesota**    Attn:        Phone No.:  E-mail: |

**2. Responsibilities of the Parties.**

2.1 Joint Responsibilities.

2.1.1 UMN and the Home Institution will each identify a person or persons responsible for liaison during the term of this Agreement.

2.1.2 The persons responsible for the liaison will jointly plan for:

a. Selection, assignment, and orientation of students;

b. Periodic review and preparation of objectives for the instructional program; and

c. Evaluation of student performance.

2.1.3 The Home Institution has authority to withdraw, suspend or terminate a student for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the student. UMN and the Home Institution liaisons will consult with each other before suspending a student, except where consultation is not reasonably possible under the circumstances.

2.1.4 To the extent permitted by law, UMN and the Home Institution agree to inform each other of any specific issues related to the student (i.e., documented disability unless the student discloses, disciplinary action, etc.) as early in the acceptance process as possible to allow for the appropriate advising and counseling of the student regarding the program selected and to facilitate making arrangements on site when possible.

2.1.5 To the extent permitted by law, UMN and the Home Institution agree to inform each other of any crisis or emergency related to the students. Additionally, if the Home Institution determines, in good faith and in its reasonable judgement, that a program needs to be cancelled, students need to be evacuated, different program arrangements including delivery of the academic program need to be made, communications to that effect will be sent immediately to UMN. In cases where UMN policy is not consistent with program policy, the Home Institution agrees to defer to and uphold UMN policy.

2.1.6 UMN and the Home Institution agree to provide a range of services related to academic and administrative, communications and promotion and financial arrangements as set forth in the Schedule(s).

2.2 Home Institution Responsibilities.

2.2.1 Home Institution shall advise and notify its students that upon completion of the agreed upon term at UMN, the participating student must return to the Home Institution without fail. Any extension of stay must be approved by both institutions.

2.2.2 The Home Institution shall acknowledge the academic achievements of the student at UMN, based on the number of credits completed and/or total hours of academic work involved, as mutually agreed between the two institutions.

**3. Institutional Liability Insurance and Indemnity.**

3.1 UMN shall maintain (i) Commercial General Liability insurance in minimum amounts of US$1,000,000 each claim and US$3,000,000 each occurrence; and (ii) Automobile Liability insurance in minimum amounts of US$500,000 each person and US$1,500,000 each occurrence. Upon request, UMN will provide a certificate of insurance evidencing such coverage.

3.2 UMN agrees to defend, hold harmless, and indemnify the Home Institution, its officers, agents, employees and representatives against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of UMN, its employees, agents, or representatives during the performance of its obligation under this Agreement. UMN’s liability is limited to the extent pursuant to the Minnesota State Tort Claims Act, Minn. Stat. § 3.736.

3.3 The Home Institution shall maintain (i) Commercial General/Public Liability insurance in minimum amounts of US$1,000,000 each occurrence and US$2,000,000 annual aggregate, and (ii) Automobile Liability insurance in minimum amounts of the equivalent of US$1,000,000 each occurrence. Upon request, the Home Institution will provide a certificate of insurance evidencing such coverage. UMN will be included as an additional insured for General Liability and Automobile Liability.

3.4 The Home Institution agrees to defend, hold harmless, and indemnify UMN, its regents, officers, agents, employees, and representatives against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of the Home Institution, its employees, agents, or representatives, during the performance of its obligations under this Agreement.

**4. Other Terms.**

4.1 The Agreement shall be effective as shown above and shall remain in effect for [\_\_\_\_\_] year, and automatically renew annually thereafter, unless terminated earlier. It may be terminated by either party upon [\_\_\_\_\_] days’/ months’ written notice to the other party, provided that all students enrolled in the program(s) at the time of notice of termination is given shall be permitted to finish their course of study. If this Agreement is terminated, neither the Home Institution nor UMN shall be liable to the other for any monetary or other losses that may result other than program fees and/or late fees that may have not been paid at the time.

4.2 Neither UMN nor the Home Institution shall discriminate on the basis of race, color, creed, religion, national origin, gender, age, marital status, disability, public assistance status, veteran status, sexual orientation, gender identity or gender expression in the performance of this Agreement.

4.3 Neither party shall be responsible for any delays or failure to perform any obligation under this Agreement due to causes beyond the reasonable control of such party, including (but not limited to) health epidemics, terrorist acts, war, insurrection, embargoes, governmental restrictions or other acts of governmental authorities beyond the control of such party. Notwithstanding the foregoing, UMN and the Home Institution agree to cooperate in good faith to mitigate the effect of any such delays or failures to perform, with the goal of achieving, to the extent possible, the objectives of this Agreement.

4.4 This Agreement supersedes all other agreements relating to the subject matter of this Agreement existing between UMN and the Home Institution.

4.5 Nothing in this Agreement is intended or should be construed as creating the relationship of partners, copartners, joint ventures, or an association among the parties, nor shall any party, its employees, agents, students or representatives be considered employees, agents or representatives of any other party.

4.6 It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the programs contemplated hereby, except as expressly provided in this Agreement.

4.7 Neither party shall use the name, logo, or other marks (including, but not limited to, colors and music) owned by or associated with the other or the name of any representative of the other in any sales promotion work or advertising, or any form of publicity, without the written permission of the other party. Permission from UMN must be obtained from UMN’s Office of University Relations in each instance. Home Institution may use the name of UMN in its printed and electronic publications and in other pertinent materials and places related to the programs covered by this Agreement.

4.8 This Agreement will be construed and governed under Minnesota law, without regard for choice of law considerations. Any action arising out of this Agreement will be heard by a state or federal court in Hennepin County, Minnesota.

**5. Schedules and Amendments.** Subject to the written authorization by appropriate representatives of UMN and the Home Institution, Schedules and Amendments to this Agreement may be attached hereto from time to time. It is the intent of the parties that Schedules may be developed to facilitate day to day and year to year execution of the goals of the Agreement. Amendments, if any, may be developed to amend the principal terms and conditions of this Agreement. Each such Schedule and Amendment shall be in writing and executed by an authorized representative of each of the parties. To the extent any such Schedule or Amendment is not properly executed by persons authorized to do so, it shall be considered null and void.

**IN WITNESS WHEREOF**, each party hereby represents that the individual signing below on its behalf are duly authorized to execute and deliver this Agreement on behalf of their respective party.

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| --- | --- |
| **Regents of the University of Minnesota**  ***Recommended for approval:*** |  |
| By:  Name:  Title:  Date: | By:  Name:  Title:  Date: |
| By:  Name:  Title:  Date: | By:  Name:  Title:  Date: |

|  |  |
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| ***Approved:*** |  |
| By:  Name: Harvey Charles, Ph.D.  Title: Vice Provost for International Programs  Date: | By:  Name:  Title:  Date: |
| By:  Name: Rachel T.A. Croson  Title: Executive Vice President and Provost  Date: | By:  Name:  Title:  Date: |

**SCHEDULE A**

**INSTITUTIONAL EXCHANGE PROGRAM AGREEMENT DETAILS**