

## STUDENT EXCHANGE AGREEMENT

This Student Exchange Agreement (this "Agreement") is made as of this \_\_\_ day of \_\_\_, 20\_\_\_, by and between The Middlebury Institute of International Studies at Monterey ("MIIS") and [Name of other Institution ("abbreviation")].

### *Background*

MIIS and \_\_\_ are both accredited institutions of post-secondary education. MIIS and \_\_\_ desire to enter into an agreement to facilitate student exchange programs enabling students at each institution to take certain courses at the other institution. Such exchange will further the educational purposes and mission and create greater educational opportunities for students of each institution. This Agreement describes their mutual cooperation and respective obligations in connection with such exchange.

Now, therefore, the parties agree as follows:

1. Preliminary Matters.
  - a. Each institution represents to the other that its programs and courses that are the subject of this Agreement are accredited by an accreditation agency recognized by the United States Department of Education and agrees to notify the other of any change in such accreditation.
  - b. The institution in which a student is formally enrolled as a degree candidate is referred to as the "home institution".
  - c. The institution that has agreed to receive students from the home institution for a period of study is referred to as the "host institution".
  - d. The parties do not expect there to be any exchange of payments or funds in connection with the student exchange allowed by this Agreement.
  - e. This Agreement is not designed to govern any joint or collaborative research activities. Research activities must be subject to a different agreement addressing funding and the ownership of resulting intellectual property rights.
  - f. Each institution will cooperate with the other institution's academic review of courses open for exchange to enable the home institution to assess that the exchange courses at the host institution are acceptable to the home institution. The host institution will provide course descriptions and syllabi, in addition to other background materials or access to course sessions or instructors, to aid in the home institution's evaluation.
  - g. Each institution is considered to be acting as a school official of the other institution for the purposes of sharing information under the Family Educational Rights and Privacy Act.

- h. Students participating in the exchange shall be subject to the host institution's standard rules and policies of student conduct, grading, dismissal from a course and discipline. The host institution will notify the home institution of any action taken by the host institution with respect to a student of the home institution.
- i. The host institution will address any complaint of a student in accordance with its normal complaint policies and procedures.
- j. Students participating in the exchange shall have access to all academic facilities and learning resources available to fully enrolled students at the host institution as necessary to support their enrollment in exchange courses.

2. Criteria for Exchange.

- a. The purpose of the exchange is to enable students from a home institution to take courses but not study for a degree at the host institution.
- b. Student exchange is limited as follows: [insert measure of limitation, such as total number of students, requirement of one-for-one exchange, or limit of number of credit hours or courses per student per semester, etc.].
- c. Acceptance of exchange students will be subject to the criteria and enrollment limitations of the host institution. The home institution shall provide initial eligibility screening of students seeking exchange privileges.
- d. Reports regarding course completion, normally in the form of the host institution's transcript, will be sent by the host institution to the home institution promptly after the conclusion of each academic period.
- e. Students that desire to participate in the exchange must contact the representative designated below at their home institution:

For MIIS:


For [other institution]:


- 3. Term of this Agreement. This Agreement will be in effect for an initial term of [ ] years. At least ninety (90) days before the end of the initial term or any renewal term, the parties shall review this Agreement and determine whether it should be renewed as is, renewed in a modified manner or terminated. Any renewal must be made in a writing signed by both

institutions. Either institution may terminate this Agreement at any time and for any reason upon ninety (90) days written notice provided that students currently accepted or enrolled in exchange courses at the time of termination may complete such courses.

4. General.

- a. Notices. Notices that are required to be given in writing under this Agreement shall be delivered (1) by first-class mail, postage prepaid; (2) in person with documentation of acceptance; (3) by overnight delivery with confirmation of delivery; (4) by facsimile followed by a mailing by first-class mail, postage prepaid; or (5) by email followed by a mailing by first-class mail, postage prepaid. Notices shall be addressed to the person at the address set forth above or such other person and address a party subsequently specifies in writing to the other party. Notices will become effective on receipt.
- b. Publicity; No Use of Names. Neither party may publicly disclose this Agreement or information with respect to activities contemplated herein without the prior written consent of the other party. Neither party may use the names, emblem, or logos of the other party in any publicity, marketing, promotions, or for any other purpose without prior written consent of the other.
- c. Assignment. Neither party has the right to assign this Agreement or any of its rights or responsibilities hereunder.
- d. Nondiscrimination. Each party agrees to subscribe to the principle of equal opportunity and shall not discriminate on any basis prohibited by applicable law, including on the basis of race, sex, age, ethnicity, religion, or national origin in the administration of this Agreement.
- e. Waiver. The failure of either party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.
- f. Invalid Provision. In the event any provision of this Agreement is determined to be invalid or unenforceable under any controlling law, the invalidity or unenforceability of that provision shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.
- g. Relationship between the Parties. Nothing herein shall be construed to create a partnership, agency, joint venture, or teaming agreement between the parties.
- h. Entire Agreement; Modifications. The terms and conditions herein constitute the entire agreement and understanding by and between the parties and shall supersede all other communications, negotiations, arrangements, and agreements either oral or written,

with respect to the subject matter herein. The Parties may modify this Agreement only by mutual written agreement.

- i. Governing Law; Venue. This Agreement will be governed by the law of the State of California and venue for any dispute under this Agreement shall be in the state or federal courts serving Monterey County, California.
- j. Counterparts. This Agreement may be executed in duplicate and each original shall be equally effective.

In witness whereof, the parties have caused their duly authorized agents to execute this Agreement.

**The President and Fellows of Middlebury College d/b/a  
The Middlebury Institute of International Studies at  
Monterey**

**[Other Institution]**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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