 [Partner Seal]

**RECIPROCAL STUDENT EXCHANGE AGREEMENT**

**between**

**Santa Clara University, Santa Clara, California, USA**

**And**

**[Partner institution]**

This Agreement of Commitments, (hereinafter “Agreement”) is entered into as of the last date of execution shown below, by and between Santa Clara University (hereinafter referred to as SCU), and [partner institution]. The parties mutually agree as follows:

1. **Number of Students and Duration of Agreement**

This AOC will further goals of academic exchange as agreed in the MOU previously signed between both parties.

Beginning in the [2019-20] academic year and in each succeeding year during the term of this agreement, each university shall annually nominate approximately [one full-time equivalent] as a non-degree reciprocal exchange student at the partner university. Any variance in the number of exchange students each year may be negotiated and agreed by the two universities prior to the recruitment of students and it is expected that the exchange numbers will balance over a three year period.

This AOC shall take effect from the date of the last signature for a period of five years and may be modified or revised by mutual written consent of the two universities. In the event of cancellation of this AOC, both universities shall provide all normal support services as outlined herein for current participants until the end of the academic program.

Both parties will annually evaluate the quality of the students’ experience and work to improve the process for future years.

1. **Dates of Activity**

The dates of activity will follow the academic terms of each institution. Non-degree students may participate for one or more academic terms within an academic year. Activities may not exceed one year.

**At SCU**

After completing the academic program, students may extend their participation through qualified Academic Training. The total employment/training period may not exceed the amount of time spent as a full-time student. For example, a student completing a full academic year at SCU may be eligible for up to 9 months of Academic Training.

1. **Academic terms**

**At SCU**

Undergraduate, Graduate Business School, Graduate Engineering School, Graduate Education and Counseling Psychology School, Graduate Program in Pastoral Ministries

The academic terms of these programs are three 10-week quarters:

* Fall Quarter: Mid-September to Mid-December (10 weeks)
* Winter Quarter: Early-January to Mid-March (10 weeks)
* Spring Break 1 week mid-March between Winter/Spring Quarters
* Spring Quarter: Mid/Late March to Mid-June (10 weeks)
* Academic Year: Mid-September to Mid-June

Law School (Graduate only)

Two 15-week semesters:

* Fall Semester: Late-August to Mid-December
* Spring Semester: Mid-January to Mid-May

Jesuit School of Theology (Graduate only)

Two 15-week semesters:

* Fall Semester: Late-August to Mid-December
* Spring Semester: Mid-January to Mid-May

**At [partner institution]**

Please include dates and number of weeks here.

1. **Balance of Students**

For the purpose of determining the balance of students exchange, two students participating for a total of three SCU terms shall be counted as equivalent to one student participating for one academic year.

If either university is unable to send the designated number full-time equivalent student per year during any year of the AOC, then that university will be eligible to send additional students in the following year to make up for the imbalance in the previous year. However, once a student from either institution has registered in the host institution for one term/year of study, the quota is considered to be filled even if the student fails to complete the term/year of study for any reason.

Exchange partners will seek to maintain a balance over a three year period.

If an imbalance of exchange places exists at the time of written termination of this AOC, the university having hosted the larger number of students shall be entitled to rectify any imbalance by sending additional students to the other university under the terms of this AOC within one year from the date that this AOC officially terminates.

1. **Non-matriculated Status and Candidacy for Degree**
* Students enroll at the host institution as non-degree/non-matriculated students and must remain registered in the home university during the exchange period.
* Participating students will continue as candidates for degrees of their home university and will not be candidates for degrees of the host university. Students will be expected to sit for all host university examinations. A transcript of their results will be sent by the host university to the student’s home university upon completion of the academic term abroad.
1. **Application Criteria and Application Deadlines**
2. **Eligibility and Criteria**

Participating students will be nominated by their home university on the basis of the following criteria and final approval rests with the host university:

* Students shall have completed at least one year of full-time university study prior to participation in the Visiting Student Program; and
* Good academic standing as reflected by a Grade Point Average (GPA) of [3.0] out of 4.0, or equivalent.
* Good standing as reflected in the student’s conduct history.
* Ability to satisfy eligibility criteria for immigration sponsorship as required by each host country/institution.
* Students are selected without regard to race, national or ethnic origin, religion, age, sexual orientation, gender, marital status or disability.

For [partner institution]:

1. **Application deadlines**

Non-degree exchange students to should apply to the host institution by:

Fall and full-year [date]

Winter [date]

Spring [date]

1. **Application requirements**

Applications from participants should include:

* Full legal name
* Email
* Address
* Phone number
* Date of birth
* Emergency contacts
* Class standing/year of student at home institution
* GPA
* Proof of English language proficiency
* Statement of purpose
* Proposed courses to take at the host institution
* Official transcript
1. **Program Components**
2. **Housing**

 At SCU:

At [partner university]:

1. **Meals**

**For SCU:**

Meals are not provided as part of this agreement. Students have the choice to purchase an SCU meal plan if they wish. Current plan options and costs are available from [SCU's Dining Services department](https://www.scu.edu/auxiliary-services/dining-services/).

At [partner university]:

1. **Airfare**

Airfare is not provided by the host institution.

1. **Insurance**

Both universities will offer basic outpatient health care to all participating students as can be provided by and at their respective university health service. Participating students are required, at their own expense, to carry valid accident and medical insurance with provisions for emergency evacuation and repatriation for the duration of their exchange.

The host university shall help the participating students to join health insurance. Any medical expenses that exceed the coverage provided by such insurance shall be borne by the participating student and his/her family.

**At SCU:**

All non-degree students at SCU will be required to purchase insurance through the SCU-identified mandatory U.S. based health insurance plan for the duration of their stay in the US. Alternative insurance and waivers will not be accepted.

At [partner university]:

1. **Immigration sponsorship**

**For SCU:**

All documents for immigration sponsorship necessary for students to apply for visas must be received to SCU’s International Students and Scholars department by [ISS I-20 Request Deadlines](https://www.scu.edu/globalengagement/international-students/apply-and-getting-started/immigration-process/i-20-request-deadlines/).

Documents include:

* Non-degree Visiting student application
* Official transcript
* Documented English Language Proficiency
* Proof of funding
* Passport information
* Ability to comply with SCU international student insurance requirements

For [partner university]:

1. **Accommodation Requests**

Disclosure of any requests for academic accommodations must be made in a timely manner to determine whether there are resources at the host university that may be available to address these expectations.

1. **Orientation**

**For SCU:**

Mandatory international student orientation, SCU’s International Student Welcome (ISW) will take place prior to the start of the academic term each year.

For [partner university]:

1. **Academic and Logistical Support**

Both institutions will provide academic and logistical support for students before, during and after the program. Support may include: Review of proposed courses and communication with academic departments to determine qualification or approval; verification of full-time enrollment of students in the host institution; facilitate communication with departments or faculty regarding grade concerns; communicate with partner institution regarding issues of student welfare or health issues.

1. **Access to campus facilities**

At SCU:

All Visiting students have access to gyms, pools, and libraries. The Agreement Coordinator is responsible for providing support for access including Access card.

At [partner university]:

1. **Access to Academic and Student Programs**

At SCU:

Exchange students may participate in academic programs sponsored by SCU such as global experiences or other local experiential learning programs, if qualified and approved by directors of those programs.

At [partner university]:

1. **Course Enrollment**

At SCU:

Non-degree students are required to enroll full time in a course of study. For the purposes of course enrollment for Undergraduate students, non-degree students are given course registration times equivalent to SCU third-year undergraduates.

At [partner university]:

1. **Transcripts**

Each host institution will send an official transcript to the home institution upon completion of the student’s academic term abroad. All financial holds on the student account must be cleared before transcripts can be sent.

1. **Academic Credit**

Each institution will make its own determination about how to convert grades and contact hours for degree requirements.

1. **Fees and Payments**
* No payments are to be exchanged for tuition by either party.
* Participants are responsible for their own housing and meal arrangements and, if they select housing or meal arrangements through the host university, are responsible for payment in keeping with the host university’s regular financial deadlines.
* Participants are responsible for making their own international and domestic travel arrangements. The associated costs, as well as expenses involving meals, study materials, local transportation, personal expenses, passport, visa application and all other general living expenses are not covered in this AOC and shall, in the absence of specific funding provided by the student’s home institution be the individual student’s responsibility.
* Student withdrawal fees are subject to the financial withdrawal calendar of the host university.

**For SCU:**

SCU will waive tuition for participating students. SCU will charge participating students for on-campus housing, any meals selected, the SCU-identified mandatory US based health insurance plan.

For [Partner institution]:

1. **Agreement Coordinator**

Each institution will provide one Agreement Coordinator who will serve as the primary point of contact for this AOC.

For SCU this will be:

Name: Sara Branley

Title: Assistant Director of Study Abroad

Email: sbranley@scu.edu

Phone: 001-408-551-1959

For [partner institution] this will be:

Name

Title

Email

Phone

1. **Confidentiality and Privacy**

Both institutions agree that personally identifying information such as social security numbers and education records of the participating students shall be maintained in a confidential manner and shall not be released except to school officials with a legitimate educational interest or as allowable by applicable law. The parties are responsible for compliance with their own national legislation regarding the processing and transferring of personal data by or on behalf of each party for the purposes of administering, delivering, monitoring and evaluating the exchange program.

SCU’s [Privacy Policy for global programs](https://www.scu.edu/globalengagement/about/policies-and-procedures/privacy-policy-for-participants-of-scu-global-programs/) is included at this link and below:

***Scope of policy:****As part of our commitment to protecting your privacy, this statement is designed to provide you with information regarding how Santa Clara University collects and processes the information you share when you apply for a global program or register your travel with Santa Clara University. Santa Clara University may, in its discretion, periodically update this privacy notice.*

***Information we collect:****Depending on the specific program, the information you give us can include your name, address, telephone number, email address, date of birth, photograph, citizenship status, academic records, financial aid history, medical and health information, activities, emergency contact’s name, emergency contact’s telephone number, email address, and address, as well as any information about you that is associated with the foregoing data.*

*If you are a student matriculated at Santa Clara University, we also obtain information about you from other sources and combine that information with information we collect from you directly. The information we obtain is from the Santa Clara University Student Information System and includes your name, student ID number, date of birth, country of citizenship, cumulative GPA, ethnicity, financial holds, academic program, major, class standing, academic advisor, athletic sports, date of entry to SCU, intended date of graduation, emergency contact, as well as any information about you any of the foregoing data.*

***How we use information we collect:****Santa Clara University processes personal information for various lawful reasons, including, without limitation, evaluation of eligibility for global programs, eligibility for financial aid for global programs, delivery of global programs; provision of emergency services; administration and oversight of university sponsored travel; communications by and among students, faculty, and staff; applied research; and program development and analysis. We collect your personal data in order to provide you with educational services through the Global Engagement Office. If you refuse to provide personal data that is required by SCU, such refusal may make it impossible for SCU to provide requested services.*

***When we share your data:****SCU will share personally identifiable information about you when one or more of the following conditions apply: (1) We have your consent to share the information. (2) We respond to subpoenas, court orders or legal processes. (3) We employ other organizations to perform functions on our behalf. They have access to personal information needed to perform their functions, but may not use it for other purposes.*

***Safeguarding your information:****Santa Clara University has put in place reasonable physical, technical, and administrative safeguards designed to prevent unauthorized access to or use of the information collected online. All personal data collected or processed by Santa Clara University will comply with standards related to cookies and data sharing as set forth in Santa Clara’s Privacy Policy, which is available at https://www.scu.edu/contact/privacy-policy/.*

***Retention of data:****Santa Clara University will retain application questionnaires and documents you uploaded to the system for seven years. Your general demographic data and grades will be retained in perpetuity. You may contact us with requests to access, correct, or delete your personal data.  You have the right to withdraw your consent at any time. As stated above, withdrawing consent may make it impossible for SCU to provide requested services. If you would like to make such a request, or if you have questions or feedback about our treatment of your personal data, please contact the Director of Operations in the Santa Clara University Global Engagement Office at international@scu.edu.*

1. **Applicable Laws and Policies**

All education, research and other activities conducted at both institutions pursuant to this Agreement shall be conducted in accordance with the laws, statutes, ordinances, regulations, policies and rules of each country, including without limitation corresponding student conduct and student discipline policies. SCU and [partner institution] will have the right to terminate participants from the program in accordance with their own policies. Whenever practicable, termination of a participant in the program or other discipline will not occur without prior consultation between SCU and [partner institution].

SCU and [partner institution] shall inform participating students that they are subject to policies and laws regarding ownership, assignment and management of intellectual property, including, but not limited to, patents, trademarks and copyright, to the extent such interests and rights arise out of the program or activities covered under this agreement.

1. **Amendment and Termination of Agreement**

This Agreement may be amended through a mutually acceptable written statement. If the Agreement Coordinator should leave his/her position or become unable to fulfill his/her required responsibilities, a new Agreement Coordinator must be assigned and a new AOC must be signed by the end of the current agreement cycle or face termination.

The parties agree that, in the event any dispute arises between them regarding the interpretation, construction or implementation of this Agreement, they shall make all reasonable and good faith efforts to resolve such matters between them informally and, to that end, shall meet and confer regarding any disputes in a timely manner.

This AOC will be renewed upon mutual agreement and may be terminated by either party giving at least six month’s written notice. Any exchange in process will continue until completed.

1. **Approvals**

**Santa Clara University**

Name:

Title:

Signature:

Date:

**Santa Clara University**

Name: Susan Popko

Title: Associate Provost for International Programs

Email: spopko@scu.edu

Signature:

Date:

**[Partner Institution]**

Name:

Title:

Signature:

Date:

**[Partner Institution]**

Name:

Title:

Email:

Signature:

Date:

Form 8/3/21