

## AGREEMENT FOR STUDENT EXCHANGE

### BETWEEN

---

and

### Radford University

This Agreement dated this \_\_\_\_ of \_\_\_\_\_, \_\_\_\_ (the “Effective Date”), is made by and between \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and Radford University, an educational institution and agency of the Commonwealth of Virginia, Radford, Virginia, United States of America, located at 801 East Main Street, Radford, Virginia 24142. Radford University and \_\_\_\_\_ are referred to individually as “Party” and collectively as “Parties.”

\_\_\_\_\_ and Radford University desire to establish a student exchange program to promote the development of joint studies, research, and training activities. In contemplation of the relationship to be established and for valuable consideration, the Parties agree as follows:

#### 1. Purpose of the Exchange Agreement:

- a. The primary objective of this Agreement is to initiate a formal exchange of undergraduate students between \_\_\_\_\_ and Radford University under the terms and conditions outlined in this Agreement.

#### 2. Definitions:

- a. “Home Institution” means a Party to this Agreement that sends its student(s) to the other Party for the purposes of teaching, study, and/or research.
- b. “Host Institution” means a Party to this Agreement that accepts the visiting student(s) from the other Party for teaching, study, and/or research.

#### 3. Selection of Student Applicants:

- a. The Home Institution shall select qualified students to participate in the exchange program subject to the admissions requirements and approval of the Host Institution and its individual departments.
- b. The selection process shall consist of stringent evaluation of the student's previous academic record, English language proficiency (for students planning to attend Radford University), motivation, and overall potential to succeed in an international academic environment. Applications to Radford University should be received by 1 May for the Fall term, and 1 October for the Spring term.

- c. Applications and correspondence for this program shall be directed to:

Radford University  
McGlothlin Center for International Education and Engagement  
801 E. Main Street, Box 7002  
Radford, VA 24142, U.S.A.  
Tel: (+1) 540-831-6200  
Email: [gloaled@radford.edu](mailto:gloaled@radford.edu)

4. **Time Period of Enrollment:** Exchange students shall enroll as full-time students in graduate or undergraduate level courses for one academic semester or year.
5. **Enrollment:** Both Parties may exchange up to two (2) undergraduate or graduate students per academic year, during the term of this Agreement. Two students enrolling for one semester each will be equivalent to one student enrolling for one year. Any request to send additional students above and beyond the established number of students shall be subject to approval by the Host institution.
6. **Tuition:** Students accepted by the Host Institution shall pay tuition and required fees at their Home Institution before departure. Students shall receive the same benefits as other regularly enrolled students at the host institution.
7. **Academic Record:** Each student shall be responsible for causing their official transcripts to be sent to their Home Institution from the Host Institution. It shall be the sole responsibility of the Home Institution to decide how many transfer credit units the student may actually receive on courses taken at the Host Institution.
8. **Expenses:** Exchange students are responsible for paying for room and board, books, health insurance, local and international travel and personal expenses at the Host Institution. Each Party has the right to withhold transcripts of academic record until the student has paid all outstanding financial obligations to the Host Institution.

9. **Housing:** Although it is the responsibility of exchange students to arrange for their own housing, each Party shall assist students in locating housing and in other matters during the period of study.
10. **Parity:** An attempt will be made to maintain parity of numbers of students in the exchange program each year. Parity of numbers of students must be achieved by the end of each three-year cycle, commencing with the signing of this Agreement. If an imbalance exists after three years, the Party that has sent more exchange students will refrain from sending students until the imbalance is corrected, or may propose other measures that could assist with eliminating the imbalance. Any such proposals shall need to be approved by both institutions.
11. **Regulation of Applicant/Student Behavior:** All exchange students shall be subject to the same academic and disciplinary regulations as pertaining to enrolled students at the Host Institution.
12. **Approval:** Whenever appropriate, Radford University shall seek the prior approval of Southern Association of Colleges and Schools (SACS) and/or the State Council for Higher Education in Virginia (SCHEV) for the proposed collaboration.
13. **Medical Insurance:** All exchange students must purchase the medical insurance required by the Host Institution.
14. **Immigration/Visas:** Students shall be solely responsible for obtaining any required visas in compliance with all immigration laws and regulations of the Host Institution. Students shall be subject to the laws in the host country as well as the policies and practices of the Host Institution with respect to sponsorship of, and support for, international visitors. Students are responsible for meeting deadlines and complying with regulations and policies, but the Host Institution shall provide information and assistance where possible.
15. **Term and Termination:** This Agreement shall continue for four (4) years, at which time the Parties may negotiate a written renewal. Either Party may terminate this Agreement without cause upon providing notice to the other Party no later than six (6) months prior to the date of termination.
16. **General**
  - a. **Force Majeure:** The performance of the Agreement for Student Exchanges by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors,

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circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the Student Exchange, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Student Exchange or to fully perform the terms of the Agreement for Student Exchanges. The Agreement for Student Exchanges may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

- b. **Intellectual Property:** The Parties will ensure that the intellectual property rights are fully addressed and agreed upon consistent with Radford University policies and existing laws and regulations, prior to the initiation of each academic collaborative activity.
- c. **Export Control:** The Parties understand that information and personnel exchanged under this Agreement may be subject to applicable export control laws. Each Party shall be responsible for compliance with such laws.
- d. **Entire Agreement:** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter herein, and supersedes all prior oral and written agreements.
- e. **Publicity.** Except as specifically provided for herein, Parties shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the other Party or its employees except on the specific written authorization in advance by the Party. All requests for authorization must be received in writing by no later than ten (10) days in advance of the use date.
- f. **Image.** Parties shall not take any action or inaction, which may be detrimental to the image or reputation of the Parties.
- g. **Use of Trademarks:** Neither Party shall use the name or any trademark of the other without prior written permission. All requests for authorization must be received in writing no later than ten (10) days in advance of the use date.
- h. **Independent Contractors:** The relationship of the Parties to each other is solely that of independent contractors. No Party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the Parties. Radford University does not sponsor, endorse, or make any express or implied warranties for \_\_\_\_\_.
- i. **Assignment:** Neither Party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without both Parties prior written consent. Any attempted assignment, transfer or delegation without such consent shall be void. All of the

801 E. Main Street | Box 7002 | Radford | VA | 24142 | USA

Phone: (+1) 540.831.6200 | Fax: (+1) 540.831.6588 | [gloaled@radford.edu](mailto:gloaled@radford.edu) | [www.radford.edu](http://www.radford.edu)

Agreement for Student Exchange Version 2

OAG Reviews: June 2014 (Version 1); May 12, 2020 (Version 2)

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terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto.

- j. **Waiver:** The failure of a Party to enforce any provision in this Agreement shall not be deemed to be a waiver of such right.
- k. **Severability:** Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.
- l. **Authorized Signatures:** The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- m. **Conflicts of Interest:** No employee of Radford University may receive compensation from \_\_\_\_\_ unless authorized by Radford University in writing.
- n. **Sovereign Immunity:** Nothing in this agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.
- o. **Notice:** Any notice required by this Agreement shall be in writing and shall be deemed given when sent, postage prepaid, through the United States Postal Service by certified mail, return receipt, or when sent by internationally recognized courier delivery service, or personally served upon the appropriate Party.

To: Assistant Provost for Global Education and Engagement  
Radford University  
McGlothlin Center for International Education and Engagement  
801 E. Main Street, Box 7002  
Radford, VA 24142, U.S.A.  
Tel: (+1) 540-831-6200  
Email: [globaled@radford.edu](mailto:globaled@radford.edu)

To:

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McGlothlin Center for Global Education and Engagement

Signed:

\_\_\_\_\_  
Dr. Carolyn Lepre, Ph.D.  
Provost and Vice President for Academic Affairs  
Radford University

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ismael Betancourt Vélez  
Chief Global Officer & Assistant Provost for Global Education and Engagement  
Radford University

\_\_\_\_\_  
Date

*NOTE TO RADFORD UNIVERSITY EMPLOYEES: If this Agreement is modified, an additional review and signature is required by Radford University's Department of Procurement and Contracts.*

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\_\_\_\_\_  
Date