**STUDENT EXCHANGE AGREEMENT**

**between**

**THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**

**and**

**[NAME OF INTERNATIONAL INSTITUTION]**

This Student Exchange Agreement (“Agreement”), dated as of [\_\_\_\_\_\_\_\_\_\_\_\_, 2024] (“Effective Date”), is entered into by and between the University of Florida Board of Trustees, a Florida public body corporate, on behalf of its [College/School/Department/Unit] (“UF”), located in Gainesville, Florida, United States of America, and [Name of International Institution] (“\_\_\_\_”), located in [City, Province, Country].

**SECTION 1 PURPOSE**. The parties desiring to expand scholarly ties, facilitate academic cooperation, and promote mutual understanding, have agreed to establish mutually beneficial exchange relationships. This Agreement provides a general framework for the exchange of students of the parties. For the purposes of this Agreement, “Home Institution” refers to the institution where a student is registered full-time in a degree program and from where s/he is expected to graduate. “Host Institution” refers to the institution that receives an exchange student for a limited period of time to pursue study.

**SECTION 2 GENERAL PROVISIONS OF THE EXCHANGE.**

1. Student Exchanges. All exchange students shall be bona fide students of the Home Institution and be engaged in a full-time degree-oriented course of study. No degree will be conferred on the exchange students by the Host Institution. In general, exchange students will be expected to undertake a full load of courses at the Host Institution at a level equivalent to their level at their Home Institution and will receive credit at their Home Institution for a full course load, contingent upon satisfactory performance in all courses. If requested and/or required, evaluation(s) of exchange student work will be forwarded from the Host Institution to the Home Institution as soon as practicable after an exchange student’s completion of their exchange program at the Host Institution.
2. Exchange Officers; Review. All matters pertaining to the exchange program created by this Agreement shall be administered by the Exchange Officers for UF and \_\_\_\_ as set forth on Annex 1. Each Exchange Officer is responsible for regularly reviewing the exchange program created under this Agreement to assess the desirability and feasibility of continuing the relationship between the parties under the present terms.
3. Balance. UF and \_\_\_\_ agree to exchange up to up to \_\_\_\_\_\_ [#] semester students or \_\_\_\_\_\_ [#] full academic year students per academic year. Students are expected to study one (1) term at the Host Institution, although two (2) terms may be permitted. The parties shall ensure that the number of students participating in the exchange on behalf of each institution shall remain in approximate parity and make adjustments from time to time to accomplish this goal. The parties shall conduct periodic reviews of the exchange program, including but not limited to the balance of student activity, and determine whether to continue, terminate or in the final year, renew, this Agreement.
4. Selection of Participants. Prospective exchange students will be recommended for the exchange program by their Home Institution. The parties will give each other at least four (4) months’ notice of their participating exchange students. Each party reserves the right to require exchange student candidates to complete standard forms/applications and provide any other necessary documents. Each Host Institution shall provide assistance with enrollment and information on courses of study. This Agreement does not guarantee exchange students participation in the exchange program. Exchange students will be considered for participation on an equal basis with all other applicants provided that they meet the prerequisites and requirements for participation. The Host Institution reserves the right of final approval on the acceptance of an exchange student.
5. Participation. \_\_\_\_ students may apply to UF’s [College/School/Department/Unit]; and UF students may apply to \_\_\_ [College/School/Department/Unit]. The Host Institution reserves the right to exclude the student from restricted enrollment programs. Availability of any specific course is not guaranteed. Exchange students must meet any course prerequisites set by the academic unit offering the course
6. Language Ability. Exchange students must possess language ability necessary to effectively participate in their studies at the Host Institution. \_\_\_\_ students hosted by UF must demonstrate English language proficiency pursuant to the standards set forth on “J-1 Exchange Student English Verification” form found at <http://www.ufic.ufl.edu/SAS/Forms/Exchange/ExchangeStudentEnglishVerificationForm.pdf>.
7. Extension of Study/Limits on Credits. Prior to the end of the semester, an exchange student may request a semester extension (the “Extension”), provided that (1) the written request for the Extension is made prior to the end of the first semester, (2) the Extension is preapproved by the Home Institution, and (3) the Host Institution approves the Extension. UF undergraduate students may not enroll in more than twenty-nine (29) credits, in the aggregate, from any non-eligible Title IV Host Institution. UF graduate students may not enroll in more than seven (7) credits, in the aggregate, from any non-eligible Title IV Host Institution
8. Visa/Immigration Requirements. Exchange students are responsible for complying with all visa/immigration requirements, laws, and regulations of the host country, including obtaining and maintaining the appropriate visa and/or permits needed for participation in the exchange program during the entire term of the exchange program. \_\_\_\_ students hosted by UF will be issued the necessary immigration documents by UF to obtain the appropriate visa. The Host Institution shall bear no responsibility for those exchange students who fail to obtain and maintain any visas and/or permits or who fail to comply with the visa/immigration requirements, laws, and regulations of the host country. Each exchange student must keep the Host Institution informed of any changes in his/her immigration status. Exchange students are responsible to pay any fees or amounts required to maintain valid legal status in the United States of America, including, but not limited to, required visa application, permit, and/or association immigration fees.
9. Tuition and Fees. Each exchange student will pay any tuition or other fees at their Home Institution and shall not be assessed additional tuition or fees by the Host Institution. UF students may be eligible for financial aid assistance for courses that are applicable to that student’s degree program.
10. Medical Costs. The Host Institution will assume no obligations for payment of medical insurance and medical or dental treatment costs of exchange students. Exchange students will be required to carry adequate international health insurance and provide proof to the Host Institution that their insurance will cover the costs of health care during the period of exchange. If necessary, the Host Institution will assist in obtaining appropriate insurance, but such assistance does not include financial assistance.
11. Travel and Transportation. Travel and transportation (domestic and international) costs are not included as part of the exchange program and are to be borne by the individual exchange students.
12. Local Costs/Expenses; Accommodations. Local costs, such as accommodations, meals, textbooks, course materials, and other personal expenses in connection with this Agreement shall be the responsibility of each individual exchange student. Neither party shall be responsible for such costs/expenses. The Host Institution will assist exchange students in obtaining accommodations to the extent feasible.
13. Rules and Regulations. Each exchange student will be required to comply with the laws of the host country as well as the rules and regulations and of the Host Institution and their Home Institution. Any breach of Host Institution rules and regulations will be dealt with in accordance with the established policies and procedures of the Host Institution in consultation with the Home Institution.
14. Information Sharing; Emergencies. To the extent permitted by law, the parties agree to the timely sharing of any information relating to possible concerns, disciplinary or otherwise, that either party may have, or of which either party is aware, relating to a student participating in an exchange pursuant to this Agreement. To the extent permitted by law, each party also agrees to provide timely responses to any reasonable requests for information that the other party may make regarding a student participating in an exchange pursuant to this Agreement. Each party agrees to notify the other party of any emergency involving an incoming exchange student.
15. Arrival Arrangements.On arrival at the host country, the host institution will provide the exchange students with appropriate orientation on the host country and institution.
16. Withdrawal. The Host Institution shall have the right to require an exchange student to withdraw from the exchange program and Host Institution at any time if the exchange student’s work or behavior has clearly not met the requirements of the Host Institution. This right will not be exercised without the Host Institution’s prior consultation with the Home Institution.
17. Education Records. The parties acknowledge and agree that UF is subject to—and many student records and other personally identifiable information regarding students (“Education Records”) are protected by—the U.S. Family Educational Rights and Privacy Act (“FERPA”) and its implementing regulations. The parties further acknowledge and agree that UF shall comply with all applicable statutes, rules, and regulations respecting the maintenance of and release of information from such Education Records. \_\_\_\_ agrees it will not release information contained in these Education Records and reports, but shall instead refer all requests for information respecting such Education Records to UF.
18. \_\_\_\_ students shall work with UF’s Office of the University Registrar to request a privacy hold on their student academic record.

**SECTION 3 MISCELLANEOUS PROVISIONS.**

1. Non-Discrimination. Both parties subscribe to a policy of equal opportunity and do not discriminate on the basis of sex, age, race, color, ethnicity, national origin, religion, disability, sexual orientation, gender identity, gender expression and marital status. Both parties shall abide by these principles in the administration of this Agreement, and neither party shall impose criteria for exchange of students that would violate the principles of non-discrimination.
2. Amendment/Modification. No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless in writing and signed by both parties.
3. Term and Termination. This Agreement will be in effect as of the Effective Date for a period of three (3) years. Either party may terminate this Agreement at the conclusion of the current academic year or other mutually agreed upon date by providing at least thirty (30) days’ written notice to the Exchange Officer of the non-terminating party. In the event of termination or expiration of this Agreement, the parties shall cooperate and use their reasonable best efforts to let current exchange students complete their exchange program already in progress at the Host Institution.
4. Notices. Any notices required to be given under this Exchange Agreement shall be directed and sent to the addresses as set forth on Annex 1.
5. Use of Names, Marks, Logos. Each party agrees it will not use the other party’s name(s), mark(s), or logo(s) in any advertising, promotional material, press release, publication, public announcement, or through other media, written, oral, or otherwise, without the prior written consent of the other party. Prior written consent will not be required for use of the other party’s name in the context of factual or descriptive statements related to the exchange.
6. Relationship of Parties. This Agreement does not create any agency, partnership, joint venture, or employment relationship between the parties.
7. Non-Exclusive Agreement. This Agreement should not be construed as an exclusive contract and the parties, at their option, may enter into similar agreements with other entities.
8. Force Majeure**.** Neither party shall be liable to the other for failure to perform its respective obligations under this Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, pandemic or epidemic, or like causes beyond the reasonable control of the party (“Force Majeure Event”). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the affected party shall: (a) as soon as practicable notify the other party in writing of the Force Majeure Event and its expected duration; and (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a party’s performance for more than thirty (30) calendar days following notice by the affected party pursuant to this Agreement, the other party may terminate this Agreement immediately upon written notice.
9. Financial Obligations. Neither party shall assume any financial obligations under this Agreement except as specifically provided for pursuant to this Agreement. This Agreement does not create an obligation for either party to provide resources necessary to carry out any part of this Agreement except as approved by the party responsible for providing those resources.
10. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. All prior discussions, agreements, and understandings between the parties regarding the subject matter, whether oral or in writing, are hereby merged into this Agreement.

The parties have caused their duly authorized representatives to execute and deliver this Agreement as of the Effective Date.

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| **THE UNIVERSITY OF FLORIDA**  **BOARD OF TRUSTEES** | **[NAME OF INTERNATIONAL INSTITUTION]** |
| By:  Prof. Marta L. Wayne  Dean, UF International Center and  Associate Provost | By:  [Printed Name]  [Printed Title] |
| Dated: | Dated: |
| **THE UNIVERSITY OF FLORIDA**  **[COLLEGE/SCHOOL/CENTER]**  By:  [Printed Name]  [Printed Title] |  |
| Dated: |  |

Notice Information

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|  | Exchange Officer | Academic Management |
| **University of Florida** | Dr. Susanne Hill  Executive Director, International Center  P.O. Box 113225  170 HUB  University of Florida  Gainesville, FL 32611-3225  Tel: + 1-352-273-1500  E-mail: shill@ufic.ufl.edu  *With a copy to:*  Ms. Amila Tica  Coordinator, Exchange Student Services,  International Center  P.O. Box 113225  170 HUB  University of Florida  Gainesville, FL 32611-3225  Tel: + 1-352-294-3333  E-mail: atica@ufic.ufl.edu | Name:  Title:  Department:  Address:  Tel:  E-mail:  Registration Coordinator  Name:  Title:  Department:  Address:  Tel:  E-mail: |
| **[NAME OF INTERNATIONAL INSTITUTION]** | Name:  Title:  Department:  Address:  Tel:  E-mail: | Name:  Title:  Department:  Address:  Tel:  E-mail: |