INTERNATIONAL STUDENT EXCHANGE AGREEMENT
BETWEEN

B.H.M.S. Business and Hotel Management School
Baselstrasse 57
Lucerne, Switzerland 6003

and

STEPHEN F. AUSTIN STATE UNIVERSITY
(Nacogdoches, Texas, USA)

THE PARTIES AGREE AS FOLLOWS:

1. Scope of Agreement – Business and Hotel Management School (“BHMS”) and Stephen F. Austin State University (“SFASU”), collectively the “Parties”, agree to implement an International Student Exchange Agreement in accordance with the principles and guidelines set forth below. The purpose of this agreement is to enhance the educational experience and the cross-cultural understanding of students from both institutions.

2. Definitions – In this Agreement, unless indicated otherwise, the following terms have the following meanings:
   “Host Institution” means the institution accepting the exchange students.
   “Home Institution” means the institution providing the exchange students.
   “Institution” means either BHMS or SFASU as the context indicates.
   “Force Majeure” means any unforeseeable and exceptional event arising from natural causes, human agency or otherwise beyond the reasonable control of the parties, including without prejudice to the generality of this statement, strike, lock-outs or other industrial disputes, fights, civil commotion, acts of terrorism, fire, flood, drought, hurricane, loss, delay in the air, at sea, or in inland transit, malicious damage, war, and restraint of any government or other public or statutory warranty.

3. Agreement for Study Abroad – SFASU agrees to provide, and BHMS agrees to accept, students for international study in Lucerne, Switzerland, in accordance with the terms and conditions of this Agreement. Should the parties desire to implement a mutual exchange program in the future, they shall do so in a written amendment to this Agreement signed by the Parties.

4. Period of Agreement

4.1 This Agreement shall commence on the date it is signed by both parties and will continue in full force and effect unless and until terminated by either party pursuant to clause 15.

4.2 The parties will review this Agreement three (3) years after signature.

5. Taking Courses at the Host Institution – The purpose of each international student exchange will be to enable students to take classes at, but not to pursue a degree from, the host institution. Courses passed at the host institution will normally be accepted for credit towards the degree at the student’s home institution. It will be the responsibility of each institution to establish a procedure by which student participants obtain pre-approval from his/her home institution for courses taken at the host institution.
6. **Selection of Students** – Students to participate will be nominated by their Home Institution and shall, to the reasonable satisfaction of both parties:
   (a) be of good academic standing;
   (b) have completed at least one year of full-time study at their Home Institution;
   (c) be eligible to enroll in subjects that constitute a normal full-time load at the Host Institution; and
   (d) have the required language proficiency to conduct the intended studies at the Host Institution.

6.1 Admission Requirements. Each institution shall respect the admission requirements and enrollment constraints of the host institution. Participants will be subject to the standard rules, regulations, and enrollment constraints of the host university in the selection of courses. The host institution shall have final authority on admission decisions.

6.2 Language Proficiency. In order to study at SFASU under this Agreement, international undergraduate students must have a score of 550 on the paper version of the Test of English as a Foreign Language (TOEFL), or 79 on the Internet-based version is generally required. SFASU also accepts a score of 53 on the Pearson Test of English (PTE). The TOEFL may be waived for students from countries where English is the primary language or one of the official languages. International graduate students must meet the TOEFL requirement set by the Graduate School and particular program in which they will enroll. The TOEFL may be waived for students from countries where English is the primary language or one of the official languages. All exemptions/waivers are handled on a case-by-case basis by the Graduate School.

7. **Period of Study Abroad** – Under this Agreement a student shall study two consecutive academic semesters, or equivalent. At BHMS, semester one is 6 months long and students earn 24 BHMS credits then do an internship of 4-6 months (6 BHMS credits). Credit conversion is addressed in clause 10.2 herein. At SFASU, fall semester (approximately 16 weeks) and spring semester (approximately 16 weeks) shall comprise two consecutive academic semesters.

8. **The Home Institution**

   8.1 The Home Institution is responsible for maintaining the enrollment of its own students at the Home Institution for the duration of the exchange.

   8.2 The Home Institution is responsible for the recruitment and selection of student participants and the orientation of student participants before their departure for the Host Institution. The Home Institution must advise students about the academic and cultural expectations at the Host Institution, including academic rules and discipline.

   8.3 The names and preliminary files of selected participants will be forwarded to the Host Institution for final approval by 1 April. For the purposes of this clause “preliminary file” includes the Student Application, academic transcripts, and other documents as determined by the Host Institution or required by this Agreement.

   8.4 The Home Institution, with the student’s consent, will advise the Host Institution of any known circumstances which may affect the student’s time abroad (e.g. known medical problems).

   8.5 Subject to applicable law, the Home Institution will transfer credits from the Host institution and award its students academic credit at the Home Institution in respect of study successfully completed at the Host Institution.
9. The Host Institution

9.1 The Host Institution will endeavor to accept a student recommended by the Home Institution but reserves the right not to accept a particular nominee for any lawful reason.

9.2 The Host institution will provide information to the Home Institution to enable the Home Institution to advise students about academic and cultural expectations at the Host Institution, including academic rules and discipline.

9.3 The Host Institution will provide orientation for the incoming students.

9.4 The Host Institution will make reasonable efforts to ensure that students are admitted to courses regarded as essential to the intended study at the Home Institution.

9.5 The Host Institution will provide academic and other advisory services for incoming students.

9.6 The Host Institution will make reasonable efforts to assist students to obtain housing. Housing during study at BHMS is included in the program fees. While on internship, a BHMS Placement Officer will help students find reasonable accommodations. During the internship portion of study at BHMS, students are responsible for housing costs. Housing at SFASU is not included in tuition and fees. Accommodations in residence halls will be made available to exchange students from BHMS upon proper application to the SFASU Department of Residence Life and payment of current housing fees.

9.7 The Host Institution will inform incoming students of any health insurance requirements and availability. Furthermore, the Host Institution will inform incoming students of public liability insurance requirements if necessary.

9.8 The Host Institution will provide to the Home Institution a final transcript describing the student’s academic performance at the Host Institution.

10. Financial and Other Arrangements

10.1 Students will pay the deposit, reservation and balance fees for the applicable program to the Host Institution according to the due dates. Students will be made aware of all other expenses that they are responsible for that are not included in the cost of the program.

10.2 For the purpose of this program 24 ECTS credits will be considered equivalent to 12 semester hours of transfer credit to SFASU. Six (6) BHMS credits = 1.5 US Credits (3 ECTS). Credit conversions for credit transferred from SFASU to BHMS will be added to this Agreement in a written Amendment should the parties begin a mutual exchange of students in the future.

10.3 The Host Institution will not impose any tuition or enrollment/application fees in respect of incoming students.

10.4 BHMS program fees cover books, as well as living expenses during the course of study at BHMS. BHMS program fees do not cover the cost of accommodation during the internship portion of the BHMS exchange program. SFASU tuition and fees do not cover books and living expenses at any point during study at SFASU; these must be covered by the student.
10.5 The student will be responsible for necessary travel and health insurance and medical costs, and visa/immigration formalities. Likewise, it is the student’s responsibility to ensure that all immunization requirements for the Host Institution are met. The study abroad students shall provide emergency contact information to both institutions. In the event that an exchange participant is involved in a serious accident, or other circumstance of grave nature, the Host Institution will immediately notify the Home institution.

10.6 Students will be responsible for tuition and fees to the Host Institution for the academic credits earned. Special fees, including but not limited to application fees, lab or studio fees, differential tuition associated with special curriculum, activity fees, health fees, insurance fees, etc. shall be paid directly by the student to the host institution. The Host institution will provide Home Institution and the student with a breakdown of all such fees 45 days prior to the start of the academic year.

10.7 The study abroad student shall be responsible for the cost of transportation to and from the Host Institution.

10.8 Study Abroad students will be subject to the academic rules and discipline of the Host Institution.

10.9 If a study abroad student voluntarily withdraws from study at the Host Institution prior to completing the experience, the part completed will be considered a complete exchange and the student will not be replaced unless otherwise agreed between the parties. If a student is nominated for two semesters and withdraws during or upon completion of the first, the second semester will not be counted for the purposes of reviewing the number of exchanges conducted.

11. Designated Administrative Officials – BHMS and SFASU shall each designate to the other, within sixty (60) days after the execution of this Agreement, the administrative official(s) authorized to approve changes under this Agreement. The designated official may be changed from time to time and must be communicated in writing to the other party.

12. Insurance – Each Host Institution must provide participating students with information on how to obtain sufficient insurance to be in compliance with the requirements of the Host Institution. The student will bear the cost of such insurance.

13. Force Majeure – If either party is unable by Force Majeure to carry out its obligations or some of them, it must give prompt notice to the other party, and during the period of Force Majeure, the notifying party’s obligations under this Agreement shall be suspended, provided that it will do all things reasonable to remove the Force Majeure as quickly as possible.

14. Warranties – Each party warrants that it has the legal capacity to enter into and be bound by this Agreement.

15. Termination – This Agreement may be terminated by either party providing the other with written notice of its intention to terminate. Such notice shall be given at least one 6 months prior to the effective date of the termination. Such termination shall not affect exchanges in effect prior to the effective date of the termination.

16. Nondiscrimination – BHMS and SFASU agree that no person shall, on the grounds of race, color, religion, disability, age, national origin, sex or creed be excluded from participation under the terms of this Agreement. Despite this, the parties agree that a BHMS student who is a national of the
USA will not be eligible to participate in an exchange, as such participation will not serve the objectives of the exchange program.

17. Variation - The terms of this Agreement may be amended only by written agreement signed by both parties.

EXECUTED AS AN AGREEMENT:

DATE:                                            DATE:

SIGNED FOR AND ON BEHALF OF                      SIGNED FOR AND ON BEHALF OF
BHMS                                              STEPHEN F. AUSTIN STATE
                                                   UNIVERSITY

_______________________________________    _________________________________
Vice-Chancellor                                  Dr. Baker Pattillo, President