SPECIFIC AGREEMENT FOR STUDENT AND FACULTY EXCHANGE

BETWEEN

THE UNIVERSITY OF COSTA RICA
(SAN JOSE, COSTA RICA)

AND

THE STEPHEN F. AUSTIN STATE UNIVERSITY
(NACOGDOCHES, TEXAS, U.S.A.)

The signatories, Dr. Gabriel Macaya Trejos, Rector of the University of Costa Rica, henceforth designated "UCR", and Dr. Tito Guerrero, President of the Stephen F. Austin State University, henceforth designated "SFASU", in accordance with the terms of the current General Understanding Agreement of Academic and Cultural Cooperation have agreed herewith to execute the present Specific Agreement for Student and Faculty Exchange, consisting of the following clauses.

Clause 1. Exchange of Undergraduate and Graduate Students

a) Qualified undergraduate and graduate (master’s and doctoral) students, up to a maximum of four (4) per semester, from each institution will be considered for acceptance at the other as non-degree candidates. Each student shall pursue a program developed in consultation with the respective home institution that does not conflict with the regulations of the host institution. Participating students shall be subject the rules, regulations, and discipline of the host institution.

b) Participating students will continue as candidates for degrees at their home institution and will not be candidates for degrees from the host institution. These students will be selected by their home institution on the basis of academic excellence (with an average equal to or better than 3.0 for SFASU students, and 8.0 to students from UCR) and a serious interest in study abroad.

c) Candidates to be selected will be proposed mutually at least three (3) months from the beginning of the semester in which the student wants to enroll at the host university. The appropriate application forms must accompany each proposal.

d) It is understood that each host institution reserves the right not to accept candidates whose academic or any other qualifications for participation in the program are not deemed appropriate, and, in such cases, additional applications may be furnished by the home institution.
e) Whenever one student at each university wishes to spend one semester at the other university both students will pay tuition and relevant fees to their home institution. The aim of this agreement shall be to achieve equivalence in the numbers of students exchanged every year; however, if one institution sends more students than it hosts, efforts will be made to bring the exchange back into balance the following year. If an imbalance exists at the end of each biennium, the institution, which has hosted more students, will be allowed to send additional students until the imbalance is corrected.

f) Exclusive of any additional financial support that may be provided, exchange students will be responsible for all expenses incidental to the exchange, including travel expenses, room, and board. Exchange students must also obtain, at their own expense, insurance to cover medical contingencies in the host country. Additionally, each exchange student shall be responsible for obtaining appropriate visas or other travel documents, with reasonable assistance of the host institution.

g) Each of the parties to this agreement will endeavor to select only exchange students who possess the language skills required for completion of classes they are to take at the host institution during the period of exchange. SFASU will require each UCR student to demonstrate English language proficiency, which in most cases is a minimum score of 550 for both undergraduate and graduate students on the TOEFL exam.

h) The normal length of stay for exchange students will be one academic semester; however, based on the formal recommendation by their home institution, exchange students could be allowed to remain as such up to one academic year.

i) At the end of each student’s stay, the host institution will send transcripts directly to the appropriate office of the home institution. Recognition of the academic work carried out by the student during the period of the exchange will be at the discretion of the student’s home institution. The host institution will not incur any formal responsibility in connection with the conferment of degrees or diplomas towards which credit has been earned by participation in the program.

j) All exchange students from either university will be accorded the privileges enjoyed by home students, such as access to the library, computer center facilities, and recreation and sport center.

k) Exchange students are subject to all regulations, including those concerning admission to the university, conduct, and performance in classes, as required for students in the host institution.

l) UCR and SFASU agree to work together toward the integration of the visiting students into the student life of the host institution.

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m) If exchange students wish to pursue a degree program at the host institution after completing the period of exchange, they must meet the regular university and program admission requirements and regulations and pay all applicable fees required of matriculated foreign students.

Clause 2. Special Study Programs

a) UCR and SFASU agree to facilitate the organization of study special study programs that could be offered in their university, during any time of the year. Because of its special nature, these special study programs shall be subject to negotiation between the parties and must be formalized through specific agreements that shall be approved and signed by the Rector of UCR and the President of SFASU. In these special agreements detailed indication must be made of the objectives of each study program, the courses to be included, the period during which the program will be offered, each institution’s responsibilities, the corresponding cost estimate, as well as other conditions that the parties may consider appropriate to specify.

b) Because of their special nature, these study abroad programs shall be negotiated between the parties at least six (6) months prior to their starting date.

c) The negotiation, organization and coordination of study abroad programs shall be the responsibility of the Director of the Office of International Affairs and external Cooperation at UCR and the Director of the Office of International Study Programs at SFASU.

Clause 3. Exchange of Faculty

a) Members of the faculty of one institution may be invited to serve as visiting faculty at the other institution. Visiting faculty members will engage in lecturing, teaching, and/or research related to the needs of the host institution. The normal length of such visits will be not more than one academic year.

b) The home institution undertakes to continue the appropriate salary of the participant faculty. All other financial matters, including but not limited to travel costs, housing, and health insurance, are subject to individual negotiation, and will normally be the responsibility of the persons involved and their home institution. When possible, the host institution will provide a faculty office and assist in locating suitable lodging, the completion of immigration formalities, and the access to library and other technical facilities as appropriate. Both institutions will encourage the development of collaborative research initiatives between individuals and groups working in each university, and will assist them in seeking the necessary financial support from the appropriate outside agencies.
c) These provisions may be modified when a third party will provide all or part of the visiting faculty member's financial support.

d) Exchanges of faculty are subject to the consent of the relevant department or laboratory at the host institution, and the program of activities to be accomplished by each participant will be subject to prior agreement in writing.

Clause 4. Exchange of Visiting Scholars

Visiting scholars may be accepted upon recommendation by their home institution. These individuals, whose primary responsibility will be to carry out their own research activities, usually as part of a sabbatical leave of up to one academic year, will be permitted to monitor classes in their disciplines without charge (upon approval of the professors) and will have access to library facilities at the host institution. All expenses, including, but not limited to, housing, health insurance, transportation, and income, shall be the responsibility of the home institution.

Clause 5. General Arrangements for Exchange Visitors

a) Both institutions agree to make available to individuals visiting from the other institutions the same academic resources and support services as those enjoyed by their counterparts at the home institution.

b) The host institution shall arrange and conduct a comprehensive on-site orientation program for visiting students, scholars and faculty, promptly upon their arrival at the host institution. This program shall include but not be limited to information concerning any known, abnormally dangerous conditions on the premises or in the host city or country, such as threat of crime, terrorism, civil unrest or disease.

c) The host institution shall only transport or arrange for transportation of visiting students, scholars or faculty through public transportation, common carriers, or other vehicles covered by a policy of auto insurance.

d) The host institution will include these procedures in the handling of student discipline for visiting exchange students. If an exchange student is the victim of, or accused of, a violation or alleged violation of any policies, procedures, rules or regulations of the host institution, then the home institution shall be immediately notified of the allegation(s) and of all known facts and circumstances surrounding the complaint and the underlying incident. If a visiting student is the accused, she/he shall receive written notice from the host institution of each allegation, a copy of the complaint, if written, and any documents or other materials in support thereof. The host institution shall promptly, and thoroughly objectively investigate every complaint involving a visiting student (at a minimum, the accused and the victim must be interviewed), and afford the visiting student reasonable opportunity

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to have its designated representative (s) present for all interviews, hearing, meetings and/or other proceeding involving the visiting student. The home institution shall have the right to be privy to and participate in, though its designated representative, the hearing or other proceeding in the case. Both the home institution and the visiting exchange student will be provided copies of all documents connected with the investigation or proceedings. In all cases involving allegations of threats of physical violence, intimidation, harassment, or possible danger to a visiting exchange student, the host institution agrees to exercise reasonable efforts to promptly separate the visiting exchange student from the accused by transferring the accused or visiting exchange student from any common housing facilities (including but not limited to homes, apartments, or dormitories), and from common classes and activities connected with the program.

e) All records relating to a visiting exchange student will be confidentially maintained and released only to the following: the student themselves, anyone designated in writing by the student, the home institution or any representative thereof, and anyone with a legitimate need to know (e.g., host institution faculty and employees, medical providers treating the student, etc.).

Clause 6. General Terms

a) Each institution agrees to all applicable laws, statutes, court decisions, ordinances and codes of the given country, including but not limited to fire safety codes, building codes, safety codes and zoning ordinances or their foreign equivalents, in performing the obligations arising out of this agreement. The host institution agrees to regularly inspect its residential and academic facilities for compliance with applicable laws, rules and regulations, especially in the area of safety.

b) Each institution agrees not to discriminate against visiting students, scholars, and faculty based on race, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or gender.

c) Reports of sexual harassment or discrimination of any kind, as well as any emergencies, accidents, injuries or deaths involving a visiting exchange student, scholar or faculty, will be provided immediately to appropriate officials of the home institution.

d) Each institution agrees to carry and maintain, during the term of this agreement and for any renewals thereafter, general liability insurance and/or other appropriate coverage as determined by prevailing regulations at the respective country.

e) In the performance of services herein, each institution shall be considered an independent contractor of the other, and cannot act as an agent of the other institution.

1) The laws of the State of Texas shall apply to all actions or activities involving SFASU. The laws of Costa Rica shall apply to all actions or activities involving UCR.

Clause 7. Term

This agreement’s expirations is for five (5) years and it will become effective upon signature of the Rector of UCR and the President of SFASU. The agreement may be renewed for a similar period when both parties communicate it in writing six (6) months prior to its conclusion. Even so, any one of the parties may terminate this agreement, advising the other institutions in writing six (6) months in advance of the agreement’s cancellation. In such a case it is understood that all activities, which are already developed, will be concluded in accordance to the terms of the agreement between the parties.

Administration of this Specific Agreement shall be the responsibility of the Director of the Office of International Affairs Cooperation at UCR and the Director of the Office of International Study Programs at SFASU. All notices shall be in writing and shall be directed to these individuals as follows:

To UCR:  
Director  
Oficina de Asuntos Internacionales y Cooperación Externa  
Universidad de Costa Rica  
San Pedro de Montes de Oca, San José, Costa Rica  
Telephone: +(506) 207-5080  
Fax: +(506) 225-5822  
E-mail: oai.ucr@canari.ucr.ac.cr

To SFASU:  
Director  
Office of International Study Programs  
Stephen F. Austin State University  
P.O Box 6152 SFASU  
Nacogdoches, TX 75962-6152, U.S.A.  
Telephone: +(1-936) 468-6631  
Fax: +(1-936) 4682190  
E-mail: hhallman@sfasu.edu

Coordinator of Study Abroad  
Stephen F. Austin State University  
P.O Box 6152 SFASU  
Nacogdoches, TX 759626152, U.S.A.  
Telephone: +(1936) 468-6631  
Fax: +(1-936) 468-2190  
E-mail: hhallman@sfasu.edu

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In accordance we sing eight (8) copies of this Specific Agreement, four in Spanish and four in English, all contents being identical and equally valid.

For the University of Costa Rica

[Signature]

Dr. Gabriel Macaya Trejos
Rector

Date: 09-10-2003

For the Stephen F. Austin State University

[Signature]

Dr. Tito Guerrero
President

Date: 12-1-03