**Memorandum of Understanding**

**between**

**STEPHEN F. AUSTIN STATE UNIVERSITY**

**(Nacogdoches, Texas, USA)**

**and**

**COLLEGE**

**(City, Country)**

Stephen F. Austin State University, Nacogdoches, Texas (hereinafter “SFASU”), represented by President Scott Gordon, and College, City, Country (hereinafter “INITIAL”), represented by President’s Name, wishing to establish cooperative relations between the institutions, and especially to develop and promote mutual understanding, academic and cultural cooperation and collaboration, hereby resolve to cooperate in the development of programs and academic exchanges subject to the following agreed upon terms and contained herein.

**Objective of the Agreement:**

The purpose of this Agreement shall be to establish a mutually-beneficial educational and pedagogical relationship between SFASU and INITIAL. This Agreement establishes the formal understanding of the scope of operations between these two leading educational institutions, and commits to writing the intent and mutual assent of both parties to engage in the following activities, subject to future amendments and conditions as further agreed upon by both parties, recorded in writing and signed by each authorized representative of the institutions, as the relationship continues to develop.

**Scope of the Agreement:**

This Agreement shall be carried out, subject to the availability of funds of either party, and subject to the approval of the President of SFASU and the President of INITIAL, through activities and programs for the exchange of students and faculty members. Unless otherwise explicitly noted, no financial obligations are assumed under this Agreement. The scope of activities under this Agreement shall be determined by the funds regularly available at both institutions for the types of collaboration undertaken. Except as may be stipulated in any subsequent agreement, each institution shall be responsible for expenses incurred by its employees under this Agreement. Activities engaged in under this Agreement include but are not limited to:

1. The exchange of students, undergraduate and graduate.
2. The development of collaborative creative projects and research between faculty, students, and facilities.
3. The organization of joint academic and/or creative activities, such as courses, conferences, seminars, or lectures.
4. The exchange of teaching personnel.
5. Reciprocal assistance for visiting students and faculty.
6. The development of special degree completion programs.

**Administration and Implementation:**

1. In this Agreement, unless the context implies otherwise:
   1. “Exchange student(s)” shall mean students participating in the exchange implemented herein;
   2. “Home institution” shall mean the university at which the student intends to graduate from;
   3. “Host institution” shall mean the university that has agreed to receive the exchange students from the home institution; and
   4. “Study Abroad or Visiting Student” shall mean non-degree seeking students participating in a one or two year program at host institution.
2. Stephen F. Austin State University and College Name agree to designate the following individuals or such other persons notified by that party to oversee and facilitate implementation of this Agreement.

College Name Name

Position

Stephen F. Austin State University Name

Position

1. The coordinators will be responsible for the direction and supervision of all activities of the joint programs under this agreement, subject to the rules and regulations pertaining to each university.
2. Either university may initiate specific proposals for activities through their coordinators. Once signed by the President of both institutions, these proposals shall become part of the general agreement.
3. Supplemental agreements will address any other items necessary to efficiently accomplish activities under this agreement.
4. Any organizational difference which may arise between the collaborating institutions will be resolved by a committee including respectively a representative appointed by the signees and the appointed coordinators mentioned above for each institution. In the event a decision or solution cannot be reached, this Agreement may be terminated in accordance with the termination provision herein.

**Academic Arrangements:**

1. Each institution will strive to exchange students on a semester quid-pro-quo over a reasonable period of time, not to exceed three (3) years. It is the intent of this agreement that under normal circumstances, each academic year four (4) INITIAL students will attend SFASU during the Fall semester and two (2) SFASU students will attend INITIAL for one year (two consecutive semesters). Regardless of any provision to the contrary, if an imbalance exists entering into the final year of the agreement, the institution which has hosted more students will be permitted to send additional students until the imbalance has been cured.
2. Each institution is responsible for the evaluation of its own students’ credentials to ensure preparedness for the exchange (academic profile, language skill, motivation, and overall potential to succeed in an international academic environment).
3. Exchange students will register for classes on arrival, must meet the prerequisite requirements for enrollment and all courses taken at the host institution, and possess any required language proficiency to conduct the intended studies at the host institution. Each host institution reserves the right not to accept a student for exchange whose academic or other qualifications for participation in the program are not deemed appropriate or adequate, and in such cases, additional students may be provided by that exchange student’s home institution.
4. All exchange students and study abroad or visiting students shall be subject to the same policies and regulations that pertain to regularly enrolled students at the host institution, including student conduct and academic policies of the host institution for matters specifically related to their program. Both SFASU and INITIAL retain sole discretion to dismiss a student from the program at any time for failure to maintain appropriate standards of conduct according to the hosting university’s policies and standards. Students so dismissed will be deregistered from all classes, all tuition and fees will be forfeited in accordance with each university’s policy, and the student so dismissed will be expelled from student housing and escorted to the airport by a designated official. Neither university is responsible for any fees due to the airline, which must be paid by the student or will be charged to the home university if student does not have the necessary funds. Notice of such dismissal must be sent to the Dean of Students, or equivalent office, at the student’s home institution and the individuals noted above under Administration and Implementation.
5. The academic record of each exchange student shall be sent directly to his/her home institution at the conclusion of each semester. Records relating to the visiting exchange student will be confidentially maintained and released only to the following: the student themselves, anyone designated in writing signed by the student, the home institutions, or an individual with a legitimate need to know (e.g. host institution faculty and employees, medical providers treating the student, etc.). It is the sole responsibility of the home institution to determine transferable credits and grade equivalencies.
6. The host institution shall arrange and conduct a comprehensive on-site orientation program for exchange students, scholars and faculty members upon their arrival at the host institution. This program shall include, at a minimum, 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. The program shall orient the exchange students, scholars and faculty members on applicable institutional policies and regulations, available public transportation, medical facilities, and notable cultural differences and etiquette.

**Financial Arrangements:**

1. Exchange students will pay tuition and incidental fees to their home institution. Students will be responsible for extra-curricular or optional fees, including fees for optional student services, incurred at the host institution for the entire period they are in exchange.
2. Students attending SFASU as degree seeking or visiting students will be assessed out-of-state tuition and fees as determined by SFASU, and SFASU students traveling abroad will pay tuition and fees as determined by the host institution, which may not be greater than the tuition and fees charged to non-residents.
3. Exchange students will be exempt from paying fees normally included in the host institution’s tuition and fee schedule at the host institution.
4. Exchange students will be responsible for all the other incurred expenses, including health and medical insurance, room and board, domestic and international transportation, books, and student organization fees at the host institution. The host institution will provide assistance with finding suitable accommodation and registration formalities.
5. Each student, scholar or faculty member shall be responsible for obtaining any and all visas or required documentation to enter and study in the host country. Each host institution shall assist the students in notifying them of what documentation is required and the process for obtaining that documentation. All costs associated with this documentation shall be borne by the student, scholar or faculty member.

**Term and Termination:**

This Agreement will be effective upon its mutual signing and remain in effect for a period of five (5) years, and may be amended or extended upon written agreement by both parties. This Agreement may be cancelled by either party in writing with ninety (90) days written notice, subject to modifications by amendment or subsequent individual program agreement. In the event that the Agreement is not renewed or is terminated in any other way, any related activities in progress at the time of termination of this Agreement will continue until the current semester in which the termination takes place is completed.

**Miscellaneous:**

1. Home institutions are to be notified immediately in the event of any emergency, accident, injury or death involving an exchange student, scholar or faculty member.
2. Each institution agrees to abide by all applicable laws, statutes, court decisions, ordinances and codes to which it is subject, including but not limited to fire safety codes, building codes, safety codes and zoning ordinances, export control, or their foreign equivalent 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, with specific emphasis on student, scholar and faculty member safety.
3. Each institution agrees not to discriminate against exchange students, scholars, or faculty members on the basis of race, color, religion, national origin, sex, age, disability, genetic information, citizenship, veteran status, or any other protected class under law or institutional policy. Reports of sexual harassment or discrimination of any kind involving an exchange student, scholar, or faculty member will be provided to appropriate official of the home institution as soon as reasonably practical.
4. Nothing herein shall be construed to create an agency relationship between the home and host universities, or any employment relationships between the institutions for any faculty or staff member provided under the exchange program. The parties are independent contractors and no legal relationship is intended by this Agreement.
5. Neither the home nor the host institution may use any identifying marks or logos of the other without the express written permission of the other party.
6. The English version of this Agreement shall be authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.
7. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.
8. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each party. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

**Approval of the General Academic Cooperative Agreement:**

Intending to be legally bound, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

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Dr. Scott Gordon Dr. Name

President President

Stephen F. Austin State University College Name

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_