

**MEMORANDUM OF UNDERSTANDING  
FOR A RECIPROCAL STUDENT EXCHANGE PROGRAM  
BETWEEN  
UNIVERSITY OF NEW HAMPSHIRE  
AND**

**[EXCHANGE PARTNER]**

The UNIVERSITY OF NEW HAMPSHIRE, located in Durham, New Hampshire, USA (hereafter referred to as UNH/USNH) and the [EXCHANGE PARTNER], located in [City, Country], hereafter referred to as (Exchange Partner Short Name), wish to enter into a student exchange program between the two institutions. For the purposes of this Agreement, "USNH" refers to its component institutions, including UNH, Keene State College (KSC), and Plymouth State University (PSU). "USNH student" means a student at any of the component institutions including UNH, KSC and PSU.

They agree to the following:

**1. Purpose**

The purpose of this program is to make possible the exchange of students between the two institutions on a continuing basis to enhance the educational process and mutual understanding at their respective institutions.

**2. Definitions**

In this agreement, unless the context otherwise implies, "exchange" shall mean an exchange of a special number or ratio of students from each university as defined herein; "exchange student" shall mean students participating in the exchange implemented herein; "home institution" shall mean the university at which the student is enrolled full-time and intends to graduate; "host institution" shall mean the university which has agreed to receive the exchange student from the home institution; "a full-time student" shall mean enrollment for no less than 12 and no more than 17 credit hours of course work or its equivalent per academic semester; "academic year" shall mean a combination of fall and spring semesters; and "semester" shall mean either the fall or spring term.

**3. Reciprocity**

The number of students to be exchanged should not normally exceed the equivalent of two full-year students per year from each institution. Should an imbalance of students occur in a given academic year, the imbalance will be offset the following academic year, or shortly thereafter.

**4. Academic Program**

Each student in the exchange program shall pursue an academic program for either one or two semesters which is developed in consultation with his/her respective institution, and which is not in conflict with the regulations of the host institution. Each student will take courses regularly offered at the host university.

**5. Program Administration**

Each university will appoint an exchange coordinator to administer the program from each side. All appropriate government and university officials shall be kept apprised of the features of the program and any subsequent changes.

This agreement will be administered by the following offices:

For UNH: Global Education

For [Exchange Partner]:

See Appendix A - Administrative and Emergency Contact Information

## **6. Students Status**

Exchange students are entitled to the rights and benefits of full-time students at the host institution. Exchange students shall be subject to the rules, regulations, and discipline of the host institution in which they are enrolled and the laws of the host country in which they are residing. USNH students will be subject to the University of New Hampshire Student Rights, Rules and Responsibilities at all times, including while on exchange at the host institution. In case of severe violation, the host university has the right to expel the student in question, at which time the student will need to vacate the country at the earliest possible date and at the students' own cost.

## **7. Transfer of Credit**

Exchange students, upon satisfactory completion of studies at either university, will receive credit towards their degrees in accordance with the rules and requirements at their home university. Official transcripts for the students shall be issued to the agreed upon exchange partner institution department. Each exchange student is required to request an official transcript from their host university to be sent to their home institution.

## **8. Selection of Students**

Students will be selected by their home institution bearing in mind the normal academic and application requirements of the host institution. It is understood that each institution reserves the right to reject candidates, and in such case, further applications may be furnished for consideration. Admissions decisions will depend mainly on recommendations by the home institution. The following guidelines apply to all exchange students:

- a) The exchange student must meet any language requirement set forth by the host institution.
- b) The exchange student may apply to any academic program offered at the host institution as a full-time, non-degree or unclassified student at the undergraduate, graduate, or professional level as determined by the host institution.
- c) The host institution reserves the right to exclude the student from restricted enrollment programs.
- d) All participants must be degree-seeking students with all academic credit earned at the host institution being credited to the home institution as determined by policies of the home institution.
- e) In order to participate in this exchange, students must meet home institution criteria. It is recommended, however, that the exchange student must have completed at least one year of continuous study at the home institution before participating in the exchange.
- f) The parties agree that no person is excluded from participation under the terms of this Agreement on the basis of race, color, religion, sex, age, national origin, sexual orientation, gender identity or expression, disability, veteran status, marital status, genetic information, or pregnancy.

## **9. Modification or Change of Stay**

During an exchange student's first semester at the host institution, a qualified student may request that the host institution allow that student to study on an exchange basis for an additional semester, not to exceed one academic year. The exchange student should make this request in writing in the first semester so that visa requirements and other documentation can be reviewed and arranged as appropriate. Any extension must be approved in writing first by the home institution, then by the host

institution. Upon completion of the study period at the host institution, the exchange students must return to the home institution.

If students elect to remain at the host institution for an additional year of study, they will no longer be considered exchange students, and tuition/fees will not be exempted. Any modification or change of stay must be approved in writing by both the home and host institutions. Participation in the reciprocal exchange program does not qualify the participant for automatic admission to host institution degree programs. All participants seeking to remain at the host institution must comply with all appropriate admissions and visa requirements.

#### **10. Financial Policies and Arrangements**

- a) Tuition fees shall be paid by the students to their home institution.
- b) Each exchange student shall be responsible for paying the room and board costs at the host site according to the terms and conditions of the host institution or housing authority.
- c) All other expenses—including mandatory fees and documentation—shall be the personal responsibility of the exchange students, including travel to and from the host, purchase of books and supplies, and other general living and travel expenses, including but not limited to accommodation during vacations.
- d) For US Federal Financial Aid purposes, UNH/USNH students on exchange will be considered enrolled at UNH/USNH during their period of exchange and will be considered a visiting student while attending the host exchange institution. UNH/USNH will process financial aid and the exchange partner agrees not to provide federal financial aid for students registered under this agreement. UNH/USNH will assume full responsibility for Title IV program administration.

#### **11. Insurance**

As a condition of enrollment at UNH/USNH, all international students are required to carry the UNH/USNH Student Health Benefits Plan (SHBP), which includes international health, evacuation and repatriation insurance. It is the responsibility of exchange students to ensure that they have adequate travel insurance, insurance for their personal belongings, or personal liability insurance.

Each party shall maintain, at its own cost and expense, general public liability insurance for personal bodily injury and wrongful death claims, and for property damage liability, in such amounts as are reasonably calculated to provide prudent and appropriate coverage for the risks attendant to the relationship established in this agreement, to cover such liability caused by, or arising out of, actions, facilities, acts, or omissions of its own directors, officers, agents, and/or employees. Evidence of such insurance shall be provided to the other party upon request.

#### **12. Student Visa**

Each institution, through the responsible offices, will issue to students accepted for the exchange the documentation necessary to apply for a student visa. Applying, obtaining, and paying for the appropriate student visa are the responsibility of the student concerned. At UNH/USNH, the Office for International Students and Scholars (OISS) is responsible for all U.S. government related documentation, policies, procedures, and processing.

#### **13. Exchange Host Institution Responsibilities**

- a) The host institution will provide appropriate academic counseling and advising of exchange students, assistance in locating housing, assistance in selecting and enrolling in courses, cultural immersion/integration activities, and other assistance as deemed appropriate.
- b) The host institution shall reserve rooms in university-owned accommodation for the exchange students based on the students' completion of the appropriate and necessary documents. If this is not feasible, the host institution will help to make other appropriate arrangements, agreed upon in advance.
- c) The host institution agrees to notify the home institution of any emergency or crisis situations involving the exchange students.

- d) The host institution agrees to immediately notify the home institution of any changes in the academic status of an exchange student. This includes but is not limited to any student withdrawal or reduction of the number of credits attempted. Such notice will be in writing and include pertinent dates.

#### **14. Indemnification**

UNH/USNH shall indemnify, defend, and hold harmless [Host Institution], its Board of Directors, officers, faculty, agents, and employees, from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, to the extent caused or arising from negligent acts or failures to act on the part of the UNH/USNH, or any of its trustees, officers, employees, or agents. UNH/USNH shall not indemnify, however, to the extent injuries or damages are the result of negligent acts or failures on the part of [Host Institution].

[Host Institution] shall indemnify, defend, and hold harmless UNH/USNH, its trustees, officers, faculty, agents, and employees, from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, to the extent caused or arising from negligent acts or failures to act on the part of [Host Institution], its Board of Directors, officers, faculty, agents, and employees. [Host Institution] shall not indemnify, however, to the extent injuries or damages are the result of negligent acts or failures on the part of UNH/USNH, its trustees, officers, employees, or agents.

#### **15. Dispute and Jurisdiction**

Other matters not settled by this Agreement will be solved through friendly, cooperative negotiations between the two parties. The parties will cooperate mutually to resolve any disputes or misunderstandings by collaboration and discussion.

This Agreement shall be governed by the laws of The State of New Hampshire, United States of America and the laws of the host institution country. In the event of a conflict of law in the interpretation or implementation of this Agreement, the parties and any Arbitration will balance the following factors in determining which law will apply to the dispute: the place where the breach occurred, or subject matter of the dispute arose; the availability or accessibility to evidence; the place where the Agreement is to be performed. The Place of Arbitration will be the place where the breach occurred, or the Agreement is to be performed.

The parties agree that all disputes, controversy, claim, or difference arising out of, or in connection with, or resulting from this Agreement will be finally settled by Arbitration in accordance with the Arbitration Laws of the place for resolution by a sole Arbitrator appointed by the parties.

#### **16. Severability**

If any provision of this Agreement will be determined to be void, invalid, unenforceable or illegal for any reason, it will not have legal effect, but all the remaining provisions of the agreement will not be affected.

#### **17. Relationship of the parties**

This Agreement will not be construed to create a relationship of partners, employees, servants, or agents as between the parties. The parties to this Agreement are acting as independent contractors.

#### **18. Non-assignment**

Neither party to this Agreement will have the right to assign any duty or responsibility created by or flowing from this agreement without the written consent of the other party.

#### **19. Notice**

- a) Regular communication about program operations and procedures may be conducted using email.
- b) Notice of legal proceedings must be in writing, signed by the party giving it and will be served either personally or by first-class, registered or certified mail, or by overnight or expedited delivery service addressed to parties listed below.

- i) For University of New Hampshire:  
Leo Meijer  
Director of Education Abroad/Away USA  
University of New Hampshire Global Education  
Conant Hall 310  
Durham, NH 03824 USA  
+1 (603) 862-7063  
leo.meijer@unh.edu

ii) For Host Institution:

**20. Implementation date & terms**

This agreement will remain in force for a period of five years from the date of the last signature. It may be terminated by either party giving 60 days' notice in writing to the other party; however, students already admitted to and participating in the exchange program must be allowed to complete the program. Any renewals, extensions of time or amendments to this agreement shall be in writing and signed by the authorized representatives of each institution.

**21. Entire Agreement**

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. [Host Institution] and UNH/USNH, by the signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**22. Signatures**

For the **Host Institution**:

Name:

Title:

Signature: \_\_\_\_\_

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

For the **University of New Hampshire**:

Name: Katherine S. Ziemer, Ph.D.

Title: Senior Vice Provost for Academic Affairs

Signature: \_\_\_\_\_

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

**Appendix A  
ADMINISTRATIVE AND EMERGENCY CONTACT INFORMATION**

**OUTBOUND STUDENTS**

<b>Host University</b>	<b>University of New Hampshire Education Abroad Department Global Education</b>
	<p><b>Primary Contact:</b> Education Abroad Advisor Conant Hall 310, 10 Library Way Durham, NH 03824 USA Email: @unh.edu Office: +1 (603) 862-</p> <p><b>Emergency &amp; MOU Contact:</b> Beth Rascoe Kilinc Senior Coordinator for Risk Management &amp; Partnerships Email: beth.kilinc@unh.edu Office: +1 (603) 862-0128 Mobile: +1 (603) 767-8547</p> <p><b>Secondary Emergency Contact:</b> UNH Police: +1 (603) 862.1212</p>

**INBOUND STUDENTS**

<b>Host University</b>	<b>University of New Hampshire Office of International Students &amp; Scholars Global Education</b>
	<p><b>Primary Contact:</b> David Allen Immigration &amp; Academic Advisor Conant Hall 315, 10 Library Way Durham, NH 03824 USA Email: Elizabeth.Webber@unh.edu Office: +1 (603) 862-1508</p> <p>In the event of an emergency: UNH Police: +1 (603) 862.1212</p>