

STUDENT AND SCHOLAR EXCHANGE AGREEMENT BY AND BETWEEN
SAN DIEGO STATE UNIVERSITY
San Diego, California
AND
UNIVERSITY FRANCOIS-RABELAIS OF TOURS
Tours, France

This Agreement (Agreement) is entered into between The Trustees of the California State University on behalf of San Diego State University (collectively "SDSU") and the University François-Rabelais of Tours, France ("UFRT"), SDSU and UFRT are referred to collectively as the Parties.

ARTICLE I: SCOPE OF AGREEMENT

This Agreement is subject to the availability of funds of either party. Activities engaged in under this Agreement include: (a) the exchange of students from each Party for traditional student exchange programs; (b) the exchange of academic personnel for teaching, research, or both; (c) the organization of joint seminars and conferences; (d) the Hosting of visiting faculty from the other Party; (e) the exchange of academic program materials; (f) the development of joint research and publications.

ARTICLE II: GENERAL PROGRAM REQUIREMENTS

Section 1. Definitions.

- a. "Exchange" means a one-for-one exchange of students from each Party;
- b. "Exchange Students" means students participating in the exchange implemented herein. Students from other institutions who are U.S. citizens may not come to the CSU as an Exchange Student.
- c. "Home institution" means the Party the student intends to graduate from; and
- d. "Host institution" means the Party that has agreed to receive the Exchange Students from the Home Institution.

Section 2. Tuition and Fees.

- a. Students attending either Party as Exchange Students shall register and pay the normal tuition fees to their Home Institution when attending the Host Institution.
- b. Exchange programs established under this Agreement shall operate on a reciprocal, no-cost basis. Tuition and campus fees normally charged to students by their Home Institution shall be paid by students directly to their Home Institution. The Parties shall ensure that no additional tuition costs are charged or collected for Exchange Students. Miscellaneous campus fees and course related materials/lab fees may be charged to the visiting Student.

Section 3. Funding Resources. Each Party affirms that its participating students will have the necessary personal funding resources to meet fully their financial obligations as students. Each Party affirms that its participating students shall have health and accident insurance coverage to include costs of emergency evacuation and repatriation.

Section 4. Housing and Travel. The Host Institution will assist when possible the arrangement of lodging for Exchange Students, but all expenses incurred for travel, lodging, and other incidental costs associated with the program (e.g., laboratory fees, special activity fees) shall be borne by each individual participant. Arrangements for other Party-to-Party payments may be negotiated as necessary and must be agreed to in writing by both Parties.

Section 5. Student Conduct and Academic Policy. While at the Host Institution, Exchange Students are subject to the student conduct and academic policies of the Host Institution for matters specifically related to their program. All Exchange Students shall adhere to all course load requirements for student visas under federal and state laws. Both Parties retain sole discretion to dismiss a student from the program at any time for failure to maintain appropriate standards of conduct according to the Host Institution's policies and standards. Students so dismissed shall be deregistered from all classes, all tuition and fees shall be forfeited in accordance with the Host Institution's policy, and the student so dismissed shall be expelled from student housing. Neither Party is responsible for any costs associated with return travel, which must be paid by the student. Notice of all alleged violations of the Host Institution's Student Code of Conduct or of any student's dismissal shall be sent to the Dean of Students, or equivalent office, at the student's Home Institution.

Section 6. The number of student semesters to be exchanged will be two (2) annually. This number may be increased on the basis of reciprocity and an equal number of students from each institution will be exchanged over the term of this Agreement. The Parties will agree in advance on the number of students to be exchanged each year no less than ninety (90) days before the ensuing semester. Normally, an Exchange will be for one semester. Individual students may be continued as designated Exchange students for one ensuing semester.

Section 7. Each Party retains at all times the ultimate authority over their own respective admission and subsequent academic decisions. Students attending SDSU whose native language is not English must meet the minimum TOEFL or IELTS scores set by the Office of Admissions. Students primarily educated in English speaking countries or territories may be exempted from TOEFL or IELTS requirements, at SDSU's discretion.

Section 8. The Host Institution will provide directly to the Home Institution a record of the students' academic performance when those records are requested, whether by the students or the Home Institution.

Section 9. Scholar Exchange.

- a. Faculty, graduate students and well qualified undergraduate students from either institution may make, at the request or with the approval of the Host Institution, a visit to the other institution for the purpose of research, consultation and short-term teaching, subject to prior negotiation.
- b. Travel and living expenses for visiting scholars are not normally paid by the Host Institution, unless specific arrangements are made and agreed to in advance.
- c. The Host Institution will provide an institutional appointment and library access; efforts will be made, subject to prior negotiation, to provide office space and access to needed facilities.
- d. Visiting scholars must carry medical health insurance that meets the requirements of the Host Institution and/or the Host government.

ARTICLE III: TERM AND TERMINATION

This Agreement shall be effective upon its mutual signing and remain in effect for a period of five years. This Agreement may be cancelled by either Party in writing with 90 calendar days' notice. In the event that the Agreement is not renewed or is terminated in any other way, any related activities in progress shall continue until the current [semester or quarter] in which the termination takes place is completed.

ARTICLE IV: INDEMNIFICATION

Section 1. UFRT shall defend, indemnify and hold harmless California State University, SDSU and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of UFRT, its officers, subcontractors, assignees, appointees, agents, or employees.

Section 2: California State University, SDSU shall defend, indemnify and hold harmless UFRT and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of California State University, SDSU its officers, agents, or employees.

ARTICLE V: REPRESENTATIONS AND WARRANTIES

Section 1. SDSU represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

Section 2. UFRT represents and warrants that it (1) is an educational entity in good standing in France and has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

ARTICLE VI: MISCELLANEOUS

Section 1: No Agency. Nothing herein shall be construed to create an agency relationship between the Parties, or any employment relationships between the Parties 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.

Section 2: Compliance with Laws. The Parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder.

Section 3. No Incentive Benefits. UFRT certifies that it has not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of SDSU, for the purpose of obtaining, or in connection with, this or any other agreement.

Section 4. Use of Logos and Marks. Neither the Home nor the Host Institution shall use any identifying marks of the other without the express written permission of the other Party.

Section 5. Authoritative Version. The English version of this Agreement shall be the 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.

Section 6. Severability. 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 shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.

Section 7. Whole Agreement and Amendments. This Agreement contains the entire agreement between the Parties 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.

Section 8. Force Majeure. Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by the California State University, or failure or delay in delivery by suppliers or delays in transportation.

Section 9. Governing Law. The Parties agree that they shall endeavor to settle any dispute relating to this agreement by negotiating with each other in good faith. If the Parties are unable to completely resolve the dispute through negotiation, the Parties agree that any disputes between them shall be governed by the law of, and shall be subject to the jurisdiction of the country of domicile of the defendant to the action.

Section 10. Privacy. SDSU and UFRT shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. The SDSU is, and UFRT may be subject to various privacy, freedom of information, and public records laws. SDSU and UFRT agree that they will co-operate and provide all necessary assistance within the legal limits of each country in order to comply with these legal obligations.

Section 11. Insurance :

Under the Insurance Code and the Public Procurement Code in France, UFRT confirms that it is permissibly self-insured for damages, claims or actions in amounts sufficient to support the indemnifications set forth above. UFRT also confirms that its self-insurance shall be primary in connection with all indemnification and/or hold harmless obligations set forth in this agreement.

Section 12. Notices. All notices under this Agreement must be in writing and sent by prepaid airmail and electronic mail as follows:

TO SDSU:
Office of International Programs
San Diego State University
5500 Campanile Drive
San Diego, CA 92182-5102, USA.
E mail: oiip@mail.sdsu.edu

TO UFRT :
International Relations Office
University François-Rabelais of Tours
60, rue du Plat d'Étain – BP 12050
37020 Tours Cedex 1, France
E mail: internat@univ-tours.fr

ARTICLE VII: CONCLUSION

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.

San Diego State University

University François-Rabelais of Tours

Dr. Elliot Hirshman
President

Dr. Loïc Vaillant
President

Date: _____, 201__

Date: _____, 201__