

**AN AGREEMENT CONCERNING THE EXCHANGE OF STUDENTS, FACULTY AND
STAFF BETWEEN**

**UNIVERSIDAD DE ZARAGOZA
(SPAIN)**

And

**THE BOARD OF TRUSTEES OF
EASTERN ILLINOIS UNIVERSITY, USA**

In order to increase understanding between Spain and the United States of America, Universidad de Zaragoza, Spain and Eastern Illinois University, Charleston, IL, USA hereby agree to initiate this agreement for the purpose of undergraduate/graduate students and faculty exchange under the terms and conditions cited below. This Agreement is made and entered into by and between the Board of Trustees of Eastern Illinois University and Universidad de Zaragoza.

1. Purpose of Agreement

The purpose of this exchange program is to stimulate and to support educational intercultural activities and projects between Eastern Illinois University and Universidad de Zaragoza enabling an academic exchange of students and faculty. Examples of activities may include joint research, speaking engagements, and visits. Also, students will be permitted to earn academic credit at the Host Institution, which can be applied toward the Home Institution's degree requirements, pursuant to its academic policies and procedures, as amended. Both institutions acknowledge the value of improved intercultural understanding, as well as the many and varied educational opportunities to be gained from the international exchange.

2. Terms of Agreement

A. Exchange Stipulations

1. The ratio of the exchange shall be 1:1 (1 student per semester for 1 student per semester). No other limit need be set. This balance shall be maintained by both parties.
2. Exchange students will enroll as full-time graduate or undergraduate students in the areas of business, marketing, accounting or related courses; the length of the exchange may not exceed one academic year for any one student.
3. Each institution, conforming to the admission requirements of the host institution, shall assume full responsibility in the assessment and selection of qualified students. The host institution shall then respect the selection so made. The selection process shall consist of stringent evaluation of the student's previous academic record, motivation, and overall potential to succeed in an international academic environment. The Host institution retains the right to accept or reject students based on its established admission criteria.
4. Expenses will be handled as follows:
 - i. Tuition. Students will pay regular tuition and fees to the Home Institution. The Host Institution will not charge regular tuition and fees to the visiting student. Students accepted by the host university shall pay tuition and required fees at their home

- institution before departure. They will receive the corresponding benefits at the host institution.
- ii. Accommodation. The visiting student is responsible for the cost of his/her own accommodation expenses. Although it is the responsibility of exchange students to arrange for their own housing, each institution shall assist students to locate housing and other matters during the period of study.
 - iii. Transportation. The visiting student is responsible for the cost of his/her own transportation expenses.
 - iv. Medical Insurance. The visiting student is responsible for the cost of any required medical insurance of the Home and the Host Institution. All exchange students must purchase the medical insurance required by the host institution. An exemption can be made for those already holding an insurance policy, which meets all criteria set forth by the host institution. This exemption must be made prior to departure. In any case, must be fully insured for illness and accident.
 - v. It is not anticipated that spouses or dependents will accompany any of the students. Where such arrangement is proposed, it is subject to the approval of the Host Institution on the understanding that all additional expenses incurred by accompanying spouses or dependents are the responsibility of the individual exchange student.
 - vi. Exchange students are responsible for paying for room and board, books, local and international travel and personal expenses at the host university. Each institution has the right to withhold transcripts of academic record until the student has paid all outstanding financial obligations to the host institution.
5. Exchanges will conform to the requirements of both the Home and the Host Institutions. Students will be subject to the rules and procedures as specified in both the Home and the Host Institution's handbook for the academic year in which they enroll. All exchange students shall be subject to the same academic and disciplinary regulations as pertain to enrolled students at the host institution.
 6. Students are to be at the upper-level undergraduate or graduate level, and preference will be given to students who are more advanced academically.
 7. Students may participate in the normal academic courses offered by the host institution. Courses in Spanish as a Foreign Language at the University of Zaragoza are subject to fees by the host institution. Eastern Illinois University English courses may also be subject to additional fees. An exchange student who wishes to attend University of Zaragoza or Eastern Illinois University summer school at any of its sites, may do so upon payment of established fees to the host institution. Discounts might apply to certain courses upon presentation of a University of Zaragoza acceptance certificate. University of Zaragoza and Eastern Illinois University summer school fees are not covered under the conditions of the Exchange.
 8. Faculty Exchange: Exchanges and academic visits of faculty and joint research projects shall be encouraged. Specific modalities of faculty/staff exchanges and visits are to be negotiated separately.
 9. Internships: Both parties will undertake efforts to establish a medium for developing internships with corporate contacts. The institutions will consult each other in an effort to identify specific program and internship opportunities.

B. Mutual Responsibilities:

Both institutions hereby agree as follows:

1. To provide to each exchange student a faculty mentor from the Host Institution. This mentor should be a faculty member from the Marketing Department of the UZ and from the Business faculty of Eastern Illinois University. The host mentor will provide guidance as warranted to the visiting student in regard to academic and personal issues during the period of exchange.
2. To obtain (or make sure there exists) for each student of the Home Institution participating in the academic programs contemplated hereunder insurance coverage for repatriation of remains and medical evacuation in amounts and with coverages acceptable to the Home Institution.
3. To require that each student and faculty of the Home Institution participating in the academic programs of the Host Institution be covered throughout their program by a policy of health insurance providing them with adequate health insurance coverage while they are living, studying and traveling abroad.
4. To waive any application fees associated with admission and to admit and enroll those students determined by the Home Institution to be fit and qualified to study at the Host Institution.
5. To send to the Students and the Home Institution a formal letter of admission with respect to each student accepted or rejected by the Host Institution from the Home Institution within thirty (30) days after receiving nomination.
6. To enroll accepted students in subjects at the Host Institution on a full-time basis.
7. To assist students with desired course placement prior to arrival and once they are on the campus of the Host Institution.
8. To assist students in having an official transcript of all coursework completed at the Host Institution sent to the Home Institution within thirty (30) days after the completion of each student's coursework.
9. To provide the Home Institution with updated information and materials concerning the Host Institution and its programs for Study Abroad Students before the start of each academic year.
10. To arrange and conduct a comprehensive on-site orientation program for students 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 the threat of crime, terrorism, civil unrest or disease.
11. To ensure that the Home Institution's students are granted the same rights and privileges within the Host Institution as its own degree-seeking students, including but not limited to access to available health, dental or counseling services, the Student Union, if any, and athletic/fitness facilities.
12. To assist with accommodating the Home Institution's students as follows:
 - a. Immediately notify the administration at the Home Institution of any accident, illness, adjustment difficulties, academic/behavior problems, significant absenteeism, alteration in the number of credit hours, or emergency involving a student.
 - b. In the event of difficulties involving students, both the Home Institution and the Host Institution shall work together to assist and to resolve the issues. The Home Institution shall obtain a written, signed authorization from each student in order to permit this assistance.
13. The Host Institution agrees to adhere to all applicable laws, statutes, court decisions, ordinances and codes, including but not limited to fire safety codes, building codes, safety codes and zoning ordinances or their foreign equivalents, in performing its obligations arising out of this

Agreement. The Host Institution hereby represents and warrants that all academic facilities utilized by students of the Home Institution will be in compliance with the foregoing requirements at all times during the term of this Agreement or any extensions hereof.

14. In transporting or arranging for the transport of students of the Home Institution for academic purpose pursuant to this Agreement, the Host Institution shall utilize public transportation or common carriers covered by a policy of auto insurance.
15. The Host Institution shall not discriminate unlawfully against any Home Institution student or applicant, nor shall it deny the benefits provided its own degree-seeking students to any person on the basis of race, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or gender.
16. The Home Institution shall clearly state in all orientation, promotional and marketing materials that the Home Institution does not own, operate or sponsor the academic programs contemplated hereunder or any of the activities or field trips offered in connection therewith.
17. The Host Institution shall train and require program-related employees, faculty, staff and members to immediately report to the Home Institution, in writing, any complaints alleging sexual harassment, discriminatory harassment or discrimination of any kind, as well as any emergencies, accidents, arrests, incidents, academic or student discipline problems, injuries or deaths involving a student, faculty member or employee of the Home Institution during or in connection with the Program(s) contemplated herein.

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3. Length, Limits, Amendments, and Termination of Agreement

Length and Limits:

This Agreement will commence on the date of its signatures by both parties and shall continue for five (5) years, at which time the parties may negotiate a renewal for another five (5) years.

Amendments:

This Agreement may be amended by mutual agreement of both institutions. Amendments to the Agreement may be submitted by either party for the consideration of the other at any time.

Termination:

This Agreement may be terminated by either institution by official written notification duly signed by the presiding or authorized officer of the notifying party. This notice of termination must be received by the other party no later than six months before the termination is to become effective.

Force Majeure: Neither institution will be responsible for any delay or failure in performance resulting from any cause beyond their control, including without limitation war, strikes, civil disturbances, and Acts of God.

Assignment: Neither party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without both parties prior written consent. Any attempted assignment, transfer or delegation without such consent shall be void. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto.

The failure of a party to enforce any provision in this Agreement shall not be deemed to be a waiver of such right. Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.

Entire Agreement: This Agreement constitutes the entire understanding of the parties and supersedes all prior oral and written agreements. This Contract can be modified or amended only in writing and signed by both parties.

Limitations on Liability: Nothing in this agreement shall be construed to constitute either party, for legal purposes, as a partner, agent or representative of the other. Neither party shall have the right or authority to assume or create any obligation on behalf of the other or in the name of the other, to accept legal process for the other, or to bind the other in any way. Both institutions expect to continue discussions concerning possible future phases of their work together. This agreement is entirely independent of future cooperation on subsequent phases, which will be separately evaluated and require separate agreements.

4. Independent Contractor

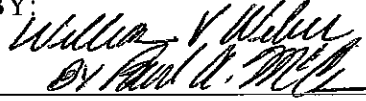
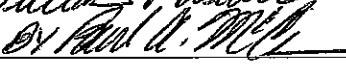
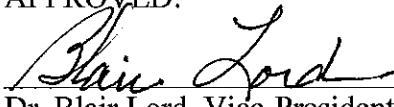
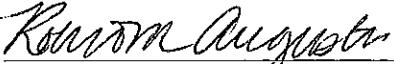



In the performance of the services contemplated herein, neither the Host Institution nor its employees or agents shall be considered employees, agents, partners or joint venture partners of the Home Institution; rather, the relationship between the parties to this Agreement shall be that of independent contractors. The undersigned parties agree that the Home Institution shall have no control over the day-to-day operations of the academic programs at the Host Institution contemplated herein. The Host Institution shall control the manner, means and methods of the performance of its obligations under this Agreement.

5. Agreement Liaison

Authorization and Signature: This agreement will be in effect as of the date of the last signature affixed hereto and may be terminated by either party through written notice to that effect subject to the provisions found in the **termination clause**. Both institutions agree to designate the following individuals and/or positions to oversee and facilitate implementation of this agreement in cooperation with other appropriate administrators

For Eastern Illinois University: Wendy Williamson Director of Study Abroad Eastern Illinois University 600 Lincoln Avenue Charleston, IL 61920 Telephone: 217-581-3390 Email: wswilliamson@eiu.edu	For the University of Zaragoza: Eva Pastor González Sección de Relaciones Internacionales Universidad de Zaragoza C/ Pedro Cerbuna 12 50009 Zaragoza (Spain) Telephone: +34-976-762052 Email: relint@unizar.es
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7. Signatures

<p>BOARD OF TRUSTEES OF EASTERN ILLINOIS UNIVERSITY</p>	<p>XXXXXX</p>
<p>BY:   6-28-12 Bill Weber, Vice President Date Business Affairs</p>	<p>For the University of Zaragoza: <hr/> Per Delegation The Vice-Rector for Institutional Relations and Communication. M^a Pilar Zaragoza Fernández (Rectoral Resolution 10, June 2008 / B.O.A. 23 June, 2008)</p>
<p>APPROVED:  6-25-12 Dr. Blair Lord, Vice-President Date Academic Affairs  6-31-12 Dr. Robert Augustine, Dean Date Graduate School and International Programs  7/29/12 Wendy Williamson, Director Date Office of Study Abroad</p>	<p>  Universidad Zaragoza 1542 25/01/2012</p>