

UNDERGRADUATE COLLABORATION AGREEMENT

**BETWEEN LOYOLA UNIVERSITY CHICAGO AND
UNIVERSITY OF DEUSTO**

From one party, D. José María Guibert Ucin, legal age, on behalf of and representing University of Deusto, with tax ID number NIF R-4868004E and registered in Avenida de las Universidades 24, 48007- Bilbao (Bizkaia), in his capacity as Rector of University of Deusto and according to art. 22.1 of the General Statutes of the University, it is the responsibility of the Rector, as the highest authority of the University, to manage, coordinate and supervise university life and act as the ordinary representative of the University. And according to art. 23.1 a) of those same General Statutes, it is the Rector's duty to officially represent the University before bodies of the Church, the State, the Autonomous Communities, and before any kind of public or private persons. And from other party, Patrick Boyle, Ph.D., Vice Provost for Global Initiatives of Loyola University Chicago with address in 1032 W. Sheridan Rd. , Chicago , IL 60660

In order to promote educational excellence, academic ties and international cooperation, Loyola University Chicago and University of Deusto agree to establish an academic collaboration agreement.

1) EXCHANGE PROVISIONS

- a) Loyola University Chicago (LUC) and University of Deusto (UD) agree to exchange a maximum of four (4) undergraduate students each year for one semester each or two (2) undergraduate students each year for one full academic year, or a combination thereof.
- b) The total number of students may vary from year to year with the exact number to be determined by mutual agreement of the program directors of LUC and UD. A definite number shall be agreed upon by February 1st of the year in which the exchange is to take place.
- c) In the event that the number of students who qualify to participate in the exchange program is not equal, each university will endeavor to accommodate those students selected for that academic year and ensure that the number of participants is equal by the end of a five year exchange period.
- d) Either institution may send students for one full academic year rather than one semester term. If this is the case, two students for one semester shall be equivalent to one student for one full academic year.
- e) Each institution shall confirm which courses are available to incoming exchange students, reviewed on an annual basis, via its web pages or other method of delivery.
- f) Each institution will designate a member of its faculty or administrative staff as program director of the exchange program. The program director shall be responsible for soliciting and selecting candidates, advising them relative to their academic work while at the host institution, and managing pertinent records.
- g) LUC will provide on-campus housing to all student participants in this exchange program. UD will facilitate access to housing off campus to all student participants on this exchange program.



2) EDUCATIONAL REQUIREMENTS

- a) Each institution shall decide the criteria of admission and appropriate admission procedures. Student participants will have successfully completed at least one full academic year at the home institution prior to attending the host institution.
- b) UD students must meet the standard English language requirements for non-native speakers at the time of admission. A TOEFL score of 79 IBT or a score of 6.5 on the IELTS is required for undergraduate LUC admission and visa issuance. LUC students wishing to take coursework taught in Spanish must have a minimum of a B2 score according to the Common European Framework of Reference for Languages. No official certificate is required.
- c) LUC and UD agree that the administrative and educational requirements of both universities shall be respected in that all rules, regulations, and policies will be followed, including but not limited to admissions standards, academic progress rules, and all codes of student conduct. Students will be held accountable to both the host and home university student codes of conduct while participating in the exchange.
- d) At the end of a student's stay, an official transcript from the host institution registrar's office must be requested by the student to be sent to the home institution. The transcript will show the courses taken, the number of credit hours earned, and the grades earned. Granting of credits for courses completed at the host institution shall be the sole prerogative of the home institution.

3) FINANCIAL REQUIREMENTS

- a) The student participants in this exchange program will pay the required tuition for full-time study at their home institution and no such tuition shall be charged by the host institution, provided that they do not enroll in more than the standard full-time credit load. Participants will be responsible for paying to their host institution any other fees normally charged to students attending the institution, e.g. lab fees, activity fees, etc.
- b) UD students at LUC are required to live on-campus. Student participants will pay for the cost of on-campus accommodation at LUC, or off-campus accommodation at UD. Student participants who remain in their accommodation during vacation periods are responsible for any additional cost incurred. Specific accommodation rates at LUC and UD may vary from year to year and will be determined annually based upon availability and current housing rates.
- c) Each student will be responsible for arranging the necessary visa and the costs of accommodation, international travel, travel in the host country, books, equipment, consumables, hospitalization, health insurance, and other incidental expenses.
- d) All participants must show evidence of adequate medical and accident insurance. UD students at LUC are required to purchase the University health insurance policy or provide proof of comparable coverage by the established deadline. LUC students are required to purchase overseas emergency medical insurance procured through the Office for International Programs or provide proof of comparable coverage.
- e) All student participants shall provide financial certification acceptable to the host institution as required for visa regulations. LUC and UD will assist students, upon receipt of all documentation, with visa application and the measures to ensure legal status in their host country.
- f) Neither institution may incur, commit, or authorize financial expenditure on behalf of the other.
- g) Each institution will be responsible for its own costs associated with any activities relating to this agreement.

4) DIRECT ENROLLMENT OPTION – CHICAGO CENTER

- a) Beyond the framework of the reciprocal exchange, UD students who have met the standards of admission for exchange have the option of enrolling in the LUC Chicago Center Program (CCP) on a direct enroll, fee paying basis. Student participants selecting the CCP program option will pay the standard, published CCP program fee for full-time study in the program to LUC according to LUC's established payment schedule. A schedule of inclusions, current at the time of signature, is outlined in Appendix A. Students will be responsible for any costs not included in the program fee.
- b) CCP participants must remain registered for a full time, undergraduate course load for the duration of the semester.
- c) LUC and UD agree that all other administrative and educational terms outlined in this agreement apply in the same manner to CCP program participants.

5) DIRECT ENROLLMENT OPTION – ENGLISH LANGUAGE LEARNING PROGRAM

- a) Beyond the framework of the reciprocal exchange, UD students have the option of enrolling in the LUC English Language Learning Program (ELLP) on a direct enroll, fee paying basis. Student participants selecting the ELLP program option will pay the standard ELLP tuition rates for full-time study in the program, and any associated student fees, to LUC according to LUC's established payment schedule.
- b) ELLP participants must remain registered for a full time course load (18 ELLP credits) for the duration of the semester. There is no specific minimum English language pre-requisite, however participants are expected to have a basic understanding of English in order to be able to enroll in the Beginner level.
- c) At the end of a student's stay at LUC, an official university transcript and program certificate will be sent to the designated program director of the student's home institution showing the courses taken, the number of credit hours earned, and the grades earned. Granting of credits for coursework completed through the ELLP program shall be the sole prerogative of the home institution.
- a) LUC and UD agree that all other administrative and educational terms outlined in this agreement apply in the same manner to ELLP program participants.

6) MONITORING OF THE AGREEMENT

- a) In order to facilitate and encourage the implementation of this agreement, the parties have made up an academic committee comprising two representatives from both universities. To that end, the following persons are appointed and those who will replace them in their functions in the future:
 - i) For the University of Deusto: María Jesús Pando, Ph.D., Deputy Director for International Relations.
E-mail: mpando@deusto.es
 - ii) For any other issues concerning the implementation of mobility please contact: Elena Linares, Incoming Area Coordinator, relint@deusto.es.
 - iii) For Loyola University Chicago: Jennifer Engel, Ph.D., Executive Director, Office for International Programs. Email: jengel2@luc.edu.
 - iv) For any other issues concerning the implementation of mobility please contact: Jacob Schoofs, Study Abroad Advisor. Email: jschoofs@luc.edu

7) DISPUTE RESOLUTION

- a) The undersigned parties undertake to cooperate at all times, according to the principles of good faith and effectiveness, to ensure the proper execution of the agreement.
- b) Any disagreement or dispute arising from the interpretation, application and enforcement of this agreement shall be settled by mutual agreement by both parties, through the Joint Commission provided for in the preceding clause.
- c) In case of disagreement, the University wishing to terminate the agreement must notify, in writing, one year in advance.

8) MODIFICATIONS

- a) LUC and UD agree to the full and complete performance of the mutual covenants contained herein and that this Agreement constitutes the sole, full, and complete Agreement by and between the parties.
- b) Any amendment or modification to the present text shall be submitted for review to the competent authorities and shall not become binding unless reduced to writing and signed by both parties.
- c) Neither party to this Agreement shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other party.

9) TERMS

- a) This agreement shall take effect upon final signature of the agreement by both parties and shall remain valid for a period of five years.
- b) This Agreement may be renewable on the same terms and conditions for another five (5) years. Notification must be sent to the other party six (6) months prior to the expiration of the agreement, should termination or modification be necessary, otherwise the agreement will renew under the same terms.
- c) This Agreement may be terminated earlier upon ninety (90) days' notice by either party, provided that the student participants current in the program are allowed to continue through the conclusion of the academic year then in progress under the terms conditions agreed upon prior to the termination of this Agreement.
- d) Each institution agrees to indemnify, defend and hold harmless the other institution, its officers, employees, and agents from and against any and all liabilities, claims, losses, damages, costs or expenses to the person or property of another, lawsuits, judgments and/or expenses including attorney fees arising either directly or indirectly from any act or failure to act by the institutions' officers or employees, which may occur during, or which may arise out of, the performance of this Agreement.
- e) Force majeure: Neither party shall be considered to be in default of this Agreement as a result of its delay or failure to perform its obligations under this Agreement to the extent that such delay or failure arises out of causes beyond the reasonable control of the Party. Such causes may include, but are not limited to, fire, flood, earthquakes, strikes, acts of terror, political uprisings, and unusually severe weather, but in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the Party.
- f) Except where disclosure is required by applicable law, both parties agree to keep the terms of this agreement confidential, and further agree not to disclose or make available to others, any

