

UNDERGRADUATE STUDENT COLLABORATION AGREEMENT
BETWEEN
LOYOLA UNIVERSITY CHICAGO
AND
UNIVERSITY OF KENT

In order to promote educational excellence, academic ties and international cooperation, Loyola University Chicago and University of Kent agree to establish a university-wide academic exchange agreement.

1) EXCHANGE PROVISIONS

- a) Loyola University Chicago (LUC) and University of Kent (Kent) agree to exchange a maximum of four (4) undergraduate students each year for one semester each.
- 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 Kent. A definite number shall be agreed upon by November 1st of the year prior to the academic 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 providing that housing application and other required documentation is submitted by the published deadline. Kent will provide on campus housing to all student participants on this exchange program providing housing application and other required documentation is submitted by the published deadline.
- h) The exchange students may apply to any undergraduate academic programme offered at the host university, but the host university reserves the right to exclude Exchange Students from restricted enrolment programmes. For admission to programmes or courses other than such restricted programmes, Exchange Students will be subject to the admission requirements, scheduling and capacity constraints of the host institution.
- i) All students will remain enrolled as regular degree candidates at the home university and will not be enrolled as candidates for degrees at the host university.
- j) Credits towards the students' degrees shall be awarded by the home university. Students are expected to maintain the equivalent of a full-time course load at the host university, and the exact diet



of modules will be determined by the student with the approval of his or her supervisors or academic advisers at both the home university and the host university.

- k) Each university will designate an appropriate office to coordinate student services for incoming exchange students. This office will provide an orientation to incoming students upon arrival. The orientation will include information on academic, cultural, health, personal safety, security and general work/welfare issues. The office will also advise students on issues as they arise.
- l) Each university agrees to comply with health and safety laws relevant to students. The host university will satisfy itself that it can provide adequate resources, training and supervision to help ensure that students are not subjected to unreasonable risks to health and safety.

2) EDUCATIONAL REQUIREMENTS

- a) Participating students seeking admission to the host university under the terms of this Agreement shall meet the admissions requirements of the host university, including the completion of all relevant application forms.
- b) Student participants will have successfully completed at least one full academic year at the home institution prior to attending the host institution. Each university will send to the other copies of all published admissions criteria as soon as possible after the creation of this Agreement and undertakes to advise the other university of any changes to those criteria as soon as they are published. Each university will make every effort to send to the other the applications for exchange of at least three months before the start of the academic term.

Upon receipt of applications from the home university the host university may, in its sole discretion, reject candidates in which case further candidates may be proposed.

- c) LUC and Kent 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. If the host university decides, in its absolute discretion, that any exchange student's conduct is detrimental to the best interests of the exchange programme, the host university or the host country, the host university may issue a decision in writing addressed to the home university with a copy to the relevant student to the effect that the relevant student's participation in the exchange programme is terminated with immediate effect.
- d) If such a notice is issued, there will be no refund of fees, and the relevant student must take responsibility for his or her own transportation costs home.
- e) The host university may also require termination of participation if it becomes apparent to the host university that the home university's assessment of the student's academic or other eligibility is based on incorrect, incomplete or misleading information.
- f) Exchange students will have the same rights and privileges enjoyed by other students on the host campus.
- g) In the event that an exchange student is involved in a serious accident or other circumstance of a grave nature, or is subject to disciplinary action, the host university will immediately notify the home university. If necessary, the immediate notification of any such incidents or actions may be limited to

a statement to the problem and a brief outline of intended plans of action. Detailed information should be forwarded to the home university in a timely manner

- h) 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) Kent students at LUC are required to live on-campus and will pay for the cost of on-campus accommodation at LUC. LUC students will pay for the cost of accommodation at Kent. Student participants who remain in their accommodation during vacation periods are responsible for any additional cost incurred. Specific on-campus accommodation rates at LUC and Kent 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 subsistence, 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. Kent students at LUC are required to purchase the University health insurance policy or provide proof of comparable coverage. LUC students are required to purchase overseas emergency medical insurance procured through the Office for International Programs or provide proof of comparable coverage. In accordance with current UK legislation, incoming students studying at Kent under a Tier 4 visa and coming to the UK for 6 months or longer will be required to pay an Immigration Health Surcharge as part of their visa application fee. The cost of all such insurances will be paid by the participating exchange students.
- e) All student participants shall provide financial certification acceptable to the host institution as required for visa regulations. LUC and Kent will assist students, upon receipt of all documentation, with visa application and the measures to ensure legal status in their host country. Notwithstanding the foregoing, each participant shall be ultimately responsible for obtaining his/her visa, passport or other necessary documents and paying for the same, and the universities shall not be liable to each other or to any participant for the failure of the participant to obtain the same.
- 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

- a) Beyond the framework of the reciprocal exchange, Kent 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) Beyond the framework of the reciprocal exchange, LUC students who have met the standards of admission for exchange have the option of enrolling in Kent's short-term programs on a direct enroll, fee paying basis. Student participants selecting the Kent short-term program option will pay the standard, published program fee for study in the program to Kent according to Kent's established payment schedule. LUC and Kent agree that all other administrative and educational terms outlined in this agreement apply in the same manner to CCP program participants.
- d) Should a greater number of students than the agreed exchange balance wish to study at Kent, they may attend as "study abroad" and pay a discounted tuition and university fees.

5) MODIFICATIONS

- a) LUC and Kent 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.

6) LIABILITY

While each university undertakes to bring to the notice of their students, the rules and regulations of the host university, notwithstanding anything else in this Agreement, each university acknowledges that the other is not liable for any loss, damage, cost or expense whatsoever, incurred by or attributable to any behaviour or omissions by any of the students exchanged in accordance with this Agreement.

It is agreed that in the event that an exchange student suffers a personal injury when on the premises of the host university as a result of proven negligence on the part of that university and seeks compensation for the loss concerned, the negligent university shall seek to settle the student's claim on a fair and reasonable basis in accordance with the terms of any public liability insurance policy taken out by the negligent university that applies at the time of the event. Each university shall be entitled at any time to request from the other, sight of evidence showing details of such public liability insurance cover as the other holds at the time of the request.

Neither party shall be in breach of this Agreement or be liable for any failure or delay in performance of its obligations under this Agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control, including but not limited to, strikes, lockouts or other industrial disputes,



failure of a utility service or transport network, act of God, war, riot, civil commotion, terrorist attack, nuclear, chemical or biological contamination, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant, machinery, computers or vehicles, fire, flood, storm, explosion, accidental damage or default of suppliers or subcontractors.

7) TERMS

- a) This Agreement shall take effect on the date of the final signature and shall be for a period of five (5) 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 nine (9) 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 nine (9) months' 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) Both parties agree to keep the terms of this agreement confidential, and further agree not to disclose or make available to others, any privileged or confidential information received from the other for the duration of this agreement, without authorization of that party.
- e) Any dispute regarding the terms of this Student Exchange Agreement will be construed accordingly to the Laws of the country in which the Exchange Student is attached for the Exchange Period, i.e. the Host Institution, unless otherwise agreed in writing by the parties.
- f) If the parties are unable to reach agreement on any issue concerning this Agreement within 14 days after one party has notified the other of that issue, they will refer the matter to their respective Vice Chancellors (or equivalent rank) of the university, in an attempt to resolve the issue within 14 days after the referral. Either party may bring proceedings in accordance with the clause above if the matter has not been resolved within that 14 day period, and either party may apply to the court for an injunction whether or not any issue has been escalated under this clause.
- g) The institutions are committed to providing equal education and employment opportunities regardless of gender, race, creed, religion, national origin, disability, ancestry, age, sexual orientation, and pregnancy, marital or parental status.

8) OFFICIAL TEXT

- a) This Agreement is written in English only with two original, signed copies.

Patrick Boyle, Ph.D.
Vice Provost for Global Initiatives,
Loyola University Chicago

Date

David Nightingale
Senior Deputy Vice-Chancellor and
Provost, University of Kent

Date

**Appendix A – Chicago Center Program Schedule of Inclusions
Academic Year 2017-18**

- 1) Tuition for full-time semester enrollment in LUC undergraduate courses;
- 2) Customized, credit-bearing integrative seminar course;
- 3) On-campus double occupancy housing;
- 4) Declining balance meal plan;
- 5) Arrival orientation in Chicago;
- 6) Two excursions per semester, including transportation, hotels (double or triple occupancy), meal, and admission fees per itinerary;
- 7) Cultural events and field trips within Chicago