

RECIPROCAL STUDENT EXCHANGE PROGRAM AGREEMENT
BETWEEN
UNIVERSIDAD IBEROAMERICANA, CIUDAD DE MEXICO
AND
LOYOLA UNIVERSITY CHICAGO

The purpose of this Agreement is to establish a Reciprocal Student Exchange Program between Loyola University Chicago (LUC) and Universidad Iberoamericana, Ciudad de Mexico (IBERO).

1. TERMS OF THE AGREEMENT

The two institutions agree to enter into this Agreement commencing September 1, 2019.

At IBERO, the authority to operate this Agreement is vested in the Student Mobility Office. At LUC, the authority to operate this Agreement is vested in the Office of International Programs.

2. ACADEMIC YEAR

The academic calendar at IBERO extends from August to December (Fall Semester) and January to May (Spring Semester). The academic calendar at LUC extends from August to December (Fall Semester) and January to May (Spring Semester). One semester of study at IBERO is equivalent to one semester of study at LUC. The participating students may enroll at the host institution for one or two of the aforementioned semesters only, commencing in either semester, and may enroll over two academic years provided semesters of study are consecutive. Students participating on the exchange program may not enroll in any other term, including but not limited to, summer terms or the LUC January term.

LUC students may enroll as tuition and fee-paying non-exchange students at IBERO in the August to December Fall Semester, the January to May Spring Semester, and the May to July summer term. Non-exchange students will pay tuition and fees directly to host university and funds shall not be channeled through home university. IBERO students are not permitted to enroll as tuition and fee paying non-exchange students at LUC.

3. NUMBERS OF PARTICIPANTS

IBERO will send up to 5 exchange students to LUC each semester and LUC will send up to 5 exchange students to IBERO each semester for the duration of this agreement, unless this number is varied by mutual agreement. If one student remains on exchange for a second semester, the sending university will only be permitted to send up to 4 additional exchange students that semester. Both institutions will review the program annually for any imbalance in the number of exchange students and will adjust the number of exchange students over the term of the agreement, as necessary, to maintain a reasonable balance in the exchange.

4. SELECTION OF PARTICIPANTS

- (i) The student exchange program will be open to undergraduate students with the proviso that exchange students must have completed at least one year of continuous study at the home institution before beginning classes at the exchange university. Students, however, may apply to the exchange program at their home university before they have completed one year of continuous study at the home institution.
- (ii) The home institution will screen applicants from its university for exchange. The host institution will reserve the right to make final judgements on the admissibility of each student nominated for the exchange.
- (iii) The following guidelines shall apply:
 - a. The exchange students must satisfy all admission requirements of the host institution (see Schedule 1). Exchange students must submit a home institution transcript to the host institution as part of the application to the host institution.
 - b. The exchange students may seek enrollment in any undergraduate course offered by the host institution as non-degree students. The host institution reserves the right to exclude students from restricted enrollment programs and from full courses. In the case of host institution requiring course-specific prerequisites, the home university's affirmation of prerequisite fulfillment will be honored by host institution. Any academic credit earned at the host institution shall be transferred back to the home institution in accordance with procedures determined by the latter. The exchange students' in-country study program must be full-time and must be such that, provided it is successfully completed, the equivalent of full credit for the period of study must

be awarded by the students' home institution. Upon completion of the exchange program at the host institution, the exchange students must return to the home institution. Any extension of stay must be approved by both institutions.

- c. The exchange students must abide by all rules and regulations of the host institution. They will also have the rights and privileges enjoyed by other students at the host institution. They will be the subject to the same assessment procedures for the course in which they are enrolled as students of the host institution.

5. FINANCIAL AND OTHER RESPONSIBILITIES OF EACH INSTITUTION

Each institution will designate an overall Director to facilitate the exchange of students under the terms of this Agreement (see Schedule 2). The Directors, or their assistants, will ensure that all relevant information about the courses offered at their respective institutions (course description, timetable, admission requirements, etc.) is posted online in a location viewable to persons at both institutions. In order to enable each party to post relevant information online, each party agrees to make available such information to the other at least nine months prior to the start of the semester of exchange.

(i) Responsibilities of IBERO

IBERO agrees to accept the prescribed number of exchange students from LUC, to enroll them as full-time, non-degree students for the one or two regular semesters of the academic year, and to provide them with tuition fee waivers. Campus facilities and the appropriate student support including orientation and social programs will be available to exchange students from LUC under the same conditions, and where applicable at the same incidental fees as those applying to IBERO students. IBERO will assist in finding housing with homestay families or other student accommodation. At the end of the semester, IBERO will send directly to the LUC Office of International Programs an official academic transcript for each exchange student studying at IBERO from LUC.

IBERO will provide to its students applying to LUC accurate information provided by LUC about the campus, resources and facilities, teaching methods, assessment methods, subject content and duration, the local environment, accommodation and cost of living in Chicago, the application process and conditions of the U.S. immigration requirements, the application and admission process to LUC, and any fees other than tuition payable at LUC. Such information will be provided by LUC electronically to IBERO at least nine months prior to the start of the semester of exchange. IBERO exchange and academic advisors will assist IBERO

students in selecting classes for possible enrollment at LUC. IBERO students or personnel will communicate those desired classes to the LUC Office of International Programs in advance of LUC's exchange student enrollment period. IBERO will ensure that any requests for advice on visa applications or migration law are referred to the international student and scholars services personnel in the LUC Office of International Programs.

In order to help LUC provide useful pre-enrollment information to prospective exchange students, IBERO will communicate with LUC on a regular basis to maintain personal contacts; provide sufficient supplies of accurate promotional material and information to LUC for the purposes of this agreement; provide regular and accurate updates of information to LUC about courses, fees, admissions requirements, living conditions, and visa requirements; and allow LUC the right to use IBERO's name, logo, and any other trademark in activities and on terms approved by IBERO during the term of this Agreement.

(ii) Responsibilities of LUC

LUC agrees to accept the prescribed number of exchange students from IBERO, to enroll them as full-time, non-degree students for the one or two regular semesters of the academic year, and to provide them with tuition fee waivers. Campus facilities and the appropriate student support including orientation and social programs will be available to exchange students from IBERO under the same conditions, and where applicable at the same incidental fees as those applying to LUC students. LUC will assist in finding housing in LUC residence halls. LUC will instruct exchange students on how to request that academic transcripts be sent from LUC to IBERO using LUC's online self-service student information system.

LUC will provide to its students applying to IBERO accurate information provided by IBERO about the campus, resources and facilities, teaching methods, assessment methods, subject content and duration, the local environment, accommodation and cost of living in Mexico City, the application process and conditions of the Mexican immigration requirements, the application and admission process to IBERO, and any fees other than tuition payable at IBERO. Such information will be provided by IBERO electronically to LUC at least nine months prior to the start of the semester of exchange. LUC study abroad and academic advisors will assist LUC students in selecting classes for possible enrollment at IBERO and communicate those desired classes to the Student Mobility Office in advance of IBERO exchange student enrollment period and the Student Mobility Office will assist LUC students in enrolling in classes. LUC will ensure that any requests for advice on visa applications or migration law are referred to the Student Mobility Office.

In order to help IBERO provide useful pre-enrollment information to prospective exchange students, LUC will communicate with IBERO on a regular basis to maintain personal contacts; provide sufficient supplies of accurate promotional material and information to IBERO for the purposes of this agreement; provide regular and accurate updates of information to IBERO about courses, fees, admissions requirements, living conditions, and visa requirements; and allow IBERO the right to use LUC's name, logo, and any other trademark in activities and on terms approved by LUC during the term of this Agreement.

(iii) Student responsibilities

All exchange students must register and pay tuition and other required fees at their home institution. Each host institution will provide tuition fee waivers for the exchange students, with the exception of summer semesters or summer terms. Exchange students will be responsible for personal health and medical insurance coverage. All exchange students will be required to register for health insurance as required by the host university and host government, and will be subject to the conditions of their student visas. The host institution will provide the necessary documents (where applicable) to enable the exchange student to obtain a student visa.

All payment for travel, medical insurance, accommodation, food, books and supplies shall be the responsibility of the individual participant. Neither institution shall be held liable for such charges. The exchange students will be responsible for the following:

- a. Transportation to and from host institution
- b. Room and board expenses
- c. Medical insurance
- d. Student union fees, if applicable
- e. Textbooks, clothing and personal expenses
- f. Passport and visa costs
- g. All other debts and incidental expenses incurred during the course of the exchange period.

6. INSURANCE

Each Party agrees to procure and maintain at its own cost coverage, via insurance or self-funded trust, for all liabilities as would be usual or prudent for a comparable institution to maintain in

respect of the activities carried on by that Party pursuant to this Agreement and to provide evidence of such coverage to the other Party on that Party's reasonable request.

7. DATA PROTECTION

Each Party agrees to ensure that any personal data supplied by one party to the other will be retained and processed in accordance with any data protection laws applicable to it and to inform the other party of any obligations which such domestic laws impose on or require the other party to comply with. In particular:

- (i) The university in receipt of any personal data (the "Receiving Party") from the other university (the "Disclosing Party") shall use its best efforts to comply with all laws and subsidiary legislation applicable to privacy and data protection in the Disclosing Party's country (collectively "Data Protection Legislation") with regard to any and all personal data that it receives from the Disclosing Party.

- (ii) The Receiving Party agrees that when dealing with personal data received from the Disclosing Party, it shall:
 - (a) only use personal data in accordance with the purposes for which the Disclosing Party disclosed the personal data, in accordance with the instructions of the Disclosing Party or as is necessary for the Disclosing Party to fulfil its obligations under the Data Protection Legislation;
 - (b) take appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing. Such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected, having regard to the state of the art and the cost of implementation;
 - (c) give the Disclosing Party notice in writing as soon as reasonably practicable should it be aware of, or reasonably suspect, that any accidental or unlawful data access has occurred and shall promptly take all steps necessary to remedy the event and prevent its re-occurrence;
 - (d) not retain personal data for any longer than is necessary for the purposes for which the Disclosing Party disclosed the personal data;
 - (e) limit disclosure of such personal data to its employees on a need to know basis and only for the purposes of processing for which such personal data was disclosed by the Disclosing Party; and

(g) where the personal data is to be transferred to another country, not to do so unless the consent of the individual whose personal data is to be transferred to that other country has been obtained.

Further, where the personal data is to be transferred to another country, to take any such additional measures as are necessary to secure that personal data is transferred in accordance with the requirements of the Data Protection Legislation.

(iii) Each party shall indemnify and keep indemnified the other against all reasonable losses costs demands and expenses suffered or incurred by it arising out of or in connection with any action or claim brought by a third party that is directly caused by a breach by the indemnifying party of this clause.

8. DISPUTE RESOLUTION

The parties shall attempt to resolve any dispute arising out of or relating to this agreement through discussion and negotiation between the Directors from each university named in this agreement. Should the Directors fail to resolve the dispute within 30 days of the dispute being notified by a party, the parties shall refer the dispute to senior officers of each university, who will between them attempt to resolve the dispute in a timely manner, and in any event within 30 days of the dispute being referred to them. Only after the process set out in this clause has been exhausted can either party commence legal proceedings. However, nothing in this clause shall be construed as prohibiting a party from applying to a court for interim injunctive relief.

9. CONFIDENTIALITY

Each party agrees that it shall maintain the confidentiality of all information provided to it by the other party pursuant to this agreement (including student records), and shall only disclose the information as required by this agreement or as permitted by applicable law.

10. RENEWAL, TERMINATION AND AMENDMENT

This agreement shall remain in force for a period of September 1, 2019 to June 31, 2024. This Agreement supersedes all prior agreements between the parties, with respect to its subject

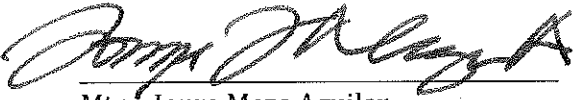
matter and constitutes (along with the Schedule 1 and Schedule 2) a complete and exclusive statement of the terms of the Agreement between the parties with respect to its subject matter.

This Agreement may be terminated earlier by either party giving 1 year prior notice to the other party in writing. In the event of such notice of termination, exchange participants already undertaking an exchange at either institution will be permitted to complete the exchange. The agreement may be extended by mutual written consent of the two institutions.

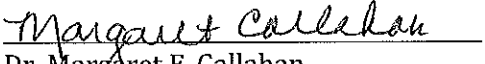
This agreement may be amended by the exchange of letters between the two institutions provided that such letter has been signed by authorized signatories of both parties in advance of any such amendments taking effect. Such amendments once approved by both institutions, will become part of this Agreement.

IN WITNESS THEREOF, the parties hereto have offered their signatures:

For Universidad Iberoamericana, Ciudad de Mexico For Loyola University Chicago



Mtro. Jorge Meza Aguilar
General Director of University Liaisons
Date signed: 10/23/2019



Dr. Margaret F. Callahan
Interim Provost and Chief Academic Officer
Provost, Health Science Division
Date signed: 9/26/2019

Schedule 1

1. ACADEMIC REQUIREMENTS

(i) Admission Requirements for IBERO

Candidates for student exchange at IBERO must normally have completed at least one year of university study and have a cumulative LUC GPA (grade point average) of at least 3.0 on LUC's 4.0 scale prior to starting classes at IBERO (See Table 1). The final admission decision is made by the Student Mobility Office. Those applying to begin a second semester must achieve at least a cumulative mark of 4.5 at IBERO for their first semester courses with no mark lower than 4.0 or receive special permission to begin a second exchange semester from both the Student Mobility Office and the LUC Office of International Programs. Students who fail to achieve this may be asked to return to their home university.

(ii) Admission Requirements for LUC

Candidates for student exchange at LUC must normally have completed at least one year of university study and have a cumulative IBERO mark of at least 7.0 prior to starting classes at LUC (See Table 1). The final admission decision is made by the LUC Office of International Programs. Those applying to begin a second semester must achieve at least a 2.0 on a 4.0 scale with no F course grades for their first semester courses or receive special permission to begin a second exchange semester from both the Student Mobility Office and the LUC Office of International Programs. Students who fail to achieve this may be asked to return to their home university.

English Language Competency

Candidates for the exchange program to LUC whose native language is not English must demonstrate English language proficiency at the level required of international student applicants by fulfilling one of the following requirements:

- Submit an official TOEFL score of at least 79 that is less than 2 years old to the LUC Office of International Programs, or
- Submit an official IELTS score of at least 6.5 that is less than 2 years old to the LUC Office of International Programs.

Applicants who do not meet LUC's minimum English proficiency score required for admission will not be permitted to study at LUC. No English language preparation nor conditional/pathway admission shall be offered by LUC to inbound students.

(iii) Grade Conversion Scale

IBERO Grade	LUC Grade	LUC GPA Quality Points	LUC Customary % (may vary by course)
8.6-10	A	4.00	94-100
[Not applicable]	A-	3.67	90-93
[Not applicable]	B+	3.33	87-89
7.0-8.5	B	3.00	84-86
[Not applicable]	B-	2.67	80-83
[Not applicable]	C+	2.33	77-79
4.5-6.9	C	2.00	74-76
[Not applicable]	C-	1.67	70-73
[Not applicable]	D+	1.33	67-69
4.0-4.4	D	1.00	60-66
<4.0	F	0.00	0-59
[Not applicable]	WF (indicates withdrawal from a class without proper authorization at any time and is also assigned for withdrawal after the approval deadline (see academic calendar for dates). A course with "WF" is counted as attempted credit hours in the computation of academic standing and is calculated as "F" (0 credit points) in the grade point average.)	0.00	Not applicable
[Not applicable]	P (pass)/NP (no pass)	Not applicable	varies
[Not applicable]	W (indicates official withdrawal from a course with permission of the student's dean or the Director of University Advising through the allowed withdrawal period (see academic calendar for dates). The grade "W" is not counted in computation of academic standing as either attempted or earned credit hours, nor calculated in the grade point average.)		
[Not applicable]	I (indicates the course is still incomplete. "I" grades are assigned by the student's instructor and must be removed within six weeks of the start of the subsequent term; otherwise the incomplete is converted into a "F" grade.)	Not applicable	Not applicable
[Not applicable]	NR (is assigned in instances where the student is registered at Loyola but never attended the course in question and never completed any work for the course.)	Not applicable	Not applicable

(iv) Credit Conversion Scale

IBERO credit	LUC Semester Credit Hours
8	3
4	2
2	1

Schedule 2

EXCHANGE DIRECTORS

Each University agrees to designate an overall Director for the administration of this Agreement. The Director will serve as the contact person on campus and s/he or their assistant will be responsible for arrangements associated with the exchange of students, the general welfare of the exchange students, and ensuring that the necessary approvals are in place.

The Directors are:

For Universidad Iberoamericana, Ciudad de Mexico:

Mr. Florian Dittmar
Head
Student Mobility Office
Universidad Iberoamericana
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