

STUDENT EXCHANGE AGREEMENT (“Agreement”)

This AGREEMENT is made BETWEEN:

[insert Legal Name of Institution], an [insert legal status; e.g. company] and having its registered address at [insert address] (“XXXX”),

on the one hand

and

IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY & MEDICINE, a body corporate established by Royal Charter and having its principal address at Exhibition Road, London SW7 2AZ, UK (“Imperial”).

each a **Party** and together the **Parties**

DEFINITIONS

Eligible Student means a student who is a full-time student, either registered on a XXXXX programme at Imperial or registered on [describe course / year] at XXXX.

Exchange Student means an Eligible Student participating in the Exchange Programme.

Exchange Programme means the the exchange of Exchange Students between the Parties for the delivery of education as defined in Clause 1.

Home Institution means the institution at which the Exchange Student is formally enrolled as a degree candidate. The Home Institution will be either XXXX or Imperial.

Host Institution means the institution that has agreed to receive an Exchange Student under the terms of this Agreement for a period of study on a non-degree basis.

Term has the meaning given to it in Clause 12.1.

1. PURPOSE

The purpose of this Agreement is to establish a [XXX] student exchange programme between the Parties in the field of {.....} pursuant to which Exchange Students will pursue a course of study at the Host Institution (the **Exchange Programme**.)

2. ACTIVITIES OFFERED UNDER THE EXCHANGE PROGRAMME

- 2.1 Exchange Students will participate in an appropriate study programme at the Host Institution.
- 2.2 The Exchange Programme shall normally consist of **[ADD DURATION]** of full-time study where hosted by XXXX, and **[ADD DURATION]** of full-time study where hosted by Imperial.
- 2.3 The Parties envisage that
 - (a) Imperial will host **Y** Exchange Students per annum; and
 - (b) the Parties expect that for each Exchange Student hosted by Imperial, **Z** Exchange Students will be hosted by XXXX.
- 2.4 The mobility “annum” (for accounting for mobility) will cover the period from **[ADD DATE]** to **[ADD DATE]**.
- 2.5 If the Parties are unable to exchange students in the ratio envisaged at clause 2.3, the Parties reserve the right to reduce the number of students exchanged in subsequent years during the Term to bring the ratio back to what was envisaged and will agree amended numbers of Exchange Students with 12 months’ notice (i.e. by **ADD DATE**).

3. SELECTION & NOMINATION

- 3.1 The Home Institution will be responsible for selection of Eligible Students. The Parties commit to running selection procedures for mobility activities that are fair, transparent and documented, ensuring equal opportunities to participants eligible for mobility. The Parties commit to undertaking outreach to potential Eligible Students with fewer opportunities to encourage their participation in the Exchange Programme. The Parties will ensure that other elements beyond academic merit are taken into account to ensure participation of students with fewer opportunities.
- 3.2 Imperial will send XXXX a list of Eligible Students, along with appropriate relevant information or data (see Appendix 1 of Schedule 1 – Data Protection) by a date that will be agreed upon annually. XXXX will confirm by return those Eligible Students submitted by Imperial which XXXX agrees to allow to apply to XXXX as Exchange Students.
- 3.3 XXXX will send Imperial a list of Eligible Students, along with appropriate relevant information or data (see Appendix 1 of Schedule 1 – Data Protection) by a date that will be agreed upon annually. Imperial will confirm by return those Eligible Students submitted by XXXX which Imperial agrees to allow to apply to Imperial as Exchange Students.
- 3.4 Eligible Students will be instructed by the Home Institution to complete all admission procedures as required by the Host Institution (including visa and registration requirements).
- 3.5 The Host Institution reserves the right to refuse admission.

4. PROGRAMME OF STUDY

- 4.1 Exchange Students shall undertake a programme of study at the Host Institution, developed in consultation between the Home and Host Institution and detailed in a study plan to be agreed by the Parties.
- 4.2 Changes to the programme of study can be made only upon written agreement between the Parties.

5. FEES & EXPENSES

- 5.1 The requirement to pay tuition fees at the Host Institution is waived by the Host Institution; however, Exchange Students shall continue to pay tuition fees and any other compulsory fees to their Home Institution.
- 5.2 Exchange Students will be responsible for their living expenses, accommodation costs, transportation, passports, visas, books, relevant insurance costs and all other personal expenses whilst participating in the Exchange Programme as well as all expenses of any accompanying spouse and/or dependants.
- 5.3 The use of non-academic or non-mandatory facilities, services and functions at the Host Institution (including workshop materials, travel and visit costs and other normally additional and chargeable expenses) may require the payment of charges by the Exchange Student. The Host Institution will notify the Exchange Student of any such charges and payments will be made directly to the Host Institution by the Exchange Student.

6. RULES, REGULATIONS & EXCHANGE STUDENTS' OBLIGATIONS

- 6.1 The Parties will instruct their respective students participating in the Exchange Programme to follow the policies, regulations, rules, and guidelines of both Institutions.
- 6.2 Any breach by an Exchange Student of the Host Institutions' rules and regulations will be dealt with in accordance with the established policies and procedures of the Host Institution.
- 6.3 The Host Institution reserves the right to de-register an Exchange Student at any time if the Exchange Student fails to meet academic standards or violates the Host Institution's student code of conduct or the criminal law of the jurisdiction in which the violation occurs. However, the Host Institution will normally not do so without first discussing the circumstances with the Exchange Student's academic advisors at the Home Institution.

7. REGISTRATION & ADMINISTRATION

- 7.1 Each Exchange Student will be registered with the Host Institution as a non-degree, non-graduating or not-for-degree visiting student for the duration of their exchange at the Host Institution. For the avoidance of doubt, Exchange Students will not be eligible for the award of a degree by the Host Institution.

- 7.2 After all admission formalities have been completed, the Host Institution will provide the Exchange Student with the appropriate documentation (and guidance) to assist with any application for a visa or other necessary form of immigration status (entry clearance).
- 7.3 The appropriate authority at the Host Institution will arrange an orientation programme for the Exchange Students.
- 7.4 During the admissions process the Host Institution will provide guidance on the housing options available to the Exchange Student. The Host Institution will make reasonable efforts to offer university-approved or other suitable accommodation.
- (a) At XXXX: **[to add]**
(b) At Imperial: **[to add]**
- Exchange Students bringing dependants and/or spouses will be required to seek off-campus housing.
- 7.5 The Host Institution will give Exchange Students full access to its student services and facilities, including both services designed to support students with a disability or impairment and services designed to assist with orientation and integration, on the same basis as for its degree students.
- 7.6 The Host Institution will assign each Exchange Student an advisor or contact the aim of which is to provide appropriate academic advice, mentoring and support.
- 7.7 With reference to clause 6, student issues will be handled by the Host Institution according to its normal system of support and discipline. When there are serious concerns, the Host Institution will, where possible, inform the Home Institution of these in a timely manner.
- 7.8 Should an Exchange Student seek an extension to their stay at the Host Institution this must first be approved in advance in writing by both Parties.
- 7.9 At a date to be decided upon by the Host Institution a transcript (grade report) will be forwarded by the Host Institution to the Home Institution for each Exchange Student who has participated in the Exchange Programme.
- (a) The Host Institution agrees to provide to the Home Institution, upon request, information on its methodology for determining the grades for Exchange Students.
- a. Imperial: <http://www.imperial.ac.uk/placements/student-exchanges/information-for-student-exchange-partner-universities/>
b. XXXX: **[to add]**
- (b) The Host Institution agrees that ahead of issuing a transcript (grade report), and where necessary, reasonable effort will be made to communicate academic results on a provisional basis to the Home Institution.

- 7.10 The Home Institution shall determine the academic credit to be granted, if any, for modules/courses completed by the Exchange Student whilst participating in the Exchange Programme.

8. INSURANCE

- 8.1 The parties confirm that they will comply with all applicable laws and regulations in the performance of their respective obligations under this Agreement (including, without limitation, any applicable laws and regulations in connection with security, health and safety).
- 8.2 The parties confirm that they hold, and warrant that they will maintain for the Term, the requisite insurance to cover such risks and any liabilities caused by or arising out of their actions and the actions of their agents and/or employees in respect of the activities set out in this Agreement and will provide certificates of insurance or other acceptable evidence, on request.
- 8.3 The Host Institution is responsible for providing participating Exchange Students with information regarding relevant health and safety procedures and shall take all reasonable steps to ensure the personal safety of Exchange Students whilst on any premises owned or controlled by the Host Institution.

9. INTELLECTUAL PROPERTY

Any intellectual property developed by Exchange Students during the Exchange Programme shall be managed by the Host Institution's policy or regulations applicable to student intellectual property, provided that nothing shall affect the ownership of intellectual property owned or controlled by either Party before the start or independently of the Exchange Programme.

10. NON-ASSIGNMENT

This Agreement is personal to the Parties and neither Party shall have the right to assign any of its rights and duties or responsibilities arising hereunder.

11. DATA PROTECTION

Each Party agrees to comply with its obligations as set out in Schedule X (Data Protection) of this Agreement.

In application of Schedule X, prior to including a student in its list of Eligible Students (as provided in Clause 3.3), both Parties shall have drawn those students attention to all relevant privacy notices and explain to those students that the Host Institution will require them to sign up to any relevant privacy notice of the Host Institution, and that when a student proceeds to engage with the Host Institution the Home Institution has checked that a student is content to sign up to such privacy notices:

- (a) draw to those students' attention Imperial's Student Privacy Notice (available in the Registration Terms and Conditions at <http://www.imperial.ac.uk/students/terms-and-conditions/registration/>).

and

Template student exchange agreement for use with approved student exchange partners, **except** for Business School PGT partners, with an appropriate data protection/transfer schedule to be added as necessary. (January 2024. Maintained by Imperial College Registry: queries to a.hawksworth@imperial.ac.uk)

Commented [AH1]: If clear that master level project work is to be part of the study plan the following would be added to the draft: "If any intellectual property developed by an Exchange Student during the Exchange Programme results in commercialization opportunities, the Host and Home Institutions shall discuss in good faith the proper ownership of such intellectual property, and the proper route for commercialization if applicable. The ownership of intellectual property resulting from projects sponsored by entities other than the Parties will require a separate agreement based on the terms of the contracts between the Parties and sponsoring entities"

(b) XXXX's Student Privacy Notice.

Commented [AH2]: This text can be removed if we are satisfied this action will occur.

12. TERM AND IMPLEMENTATION OF THE AGREEMENT

12.1 This Agreement will come into force upon the Effective Date (Clause 16) and will remain in effect until 31st August immediately following the fifth anniversary of the Effective Date (the **Term**), unless terminated earlier in accordance with Clause 12.4. It contains the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Commented [AH3]: This period should not be exceeded.

12.2 Both Parties may at any time review this Agreement and the actions taken under it. Modifications to this Agreement may be made only in writing by mutual consent and will come into effect at a time to be mutually agreed.

12.3 This Agreement may be extended upon its expiry with the written agreement of both Parties.

12.4 Either of the Parties may terminate this Agreement by written notification to the other Party of its desire to terminate with at least 12 months' notice ending on 30th September on or after the 12 months' notice have been given. Both Parties agree to meet their obligations of hosting any Exchange Students whose participation in the Exchange Programme has already been confirmed to the Home Institution at the time of the notification of termination. Once notification of termination has been given, neither Party shall propose any further exchange students under this Agreement.

12.5 Each Party will appoint an administrator to administer the terms of this Agreement.

- At Imperial it will be [insert Name], [insert Title/Role], [Email]
- At XXXX it will be [insert Name], [insert Title/Role], [Email]

13. DISPUTES RESOLUTION

13.1 If a dispute, controversy or claim arises out of, relating to or in connection with this Agreement, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Agreement (a '**Dispute**'), then the Parties shall follow the following procedure:

(a) Either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Parties shall without delay and in good faith attempt to resolve the Dispute.

(b) If the Parties are for any reason unable to resolve the Dispute within 60 days of it being referred to them, or such other period as the Parties may agree in writing, the Dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The seat of the arbitration shall be London, England.

Commented [AH4]: This is a starting point, and is routinely amended during the agreement negotiation.

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14. **RELATIONSHIP OF THE PARTIES**

This Agreement shall not be construed to create a relationship of partners, employees, servants or agents between the Parties. The Parties to this Agreement are solely acting as independent contractors.

15. **FORCE MAJEURE**

Neither Party shall be in breach of this Agreement nor liable to the other for delays or failures of its performance of any of its obligations under this Agreement if such delay or failure is caused by any event, circumstances or causes beyond its reasonable control, including without limitation acts of God, fire, flood, accident, terrorism, strike and riots.

16. **EFFECTIVE DATE**

This Agreement will become effective on the date the last signature is added (the "**Effective Date**").

17. **MISCELLANEOUS**

XXXX acknowledges that Imperial is subject to the [Freedom of Information Act 2000](#).

The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this agreement includes the Schedule.

Authorised signatures

XXXX

Name of Official
Title/Role of Official
XXXX

Signature

Date:

Imperial College of Science, Technology and Medicine

Professor Peter Haynes
Vice Provost Education and Student Experience
Imperial College of Science, Technology & Medicine

Signature

Date:

SCHEDULE (Data Protection) to be added

The template schedules are available from a.hawksworth@imperial.ac.uk, although typically the first draft of an agreement will be produced by Registry with the relevant schedule added, subject to negotiation with the partner.