

**AGREEMENT  
for  
UNDERGRADUATE STUDENT EXCHANGE PROGRAM  
between  
THE UNIVERSITY OF TENNESSEE  
and  
UNIVERSITY OF CHILE**

**1.0 PURPOSE**

The University of Tennessee on behalf its Knoxville campus (hereinafter referred to as "UTK") in the United States of America and University of Chile on behalf of its School of Business and Economics (hereinafter referred to as La Chile") in Santiago, Chile hereby agree upon the following terms and conditions in connection with a reciprocal undergraduate student exchange program. Students from either institution shall be permitted to take classes, but not study for a degree, at the other institution. Both UTK and La Chile may be referred to individually as the "party" or collectively as the "parties".

**2.0 DEFINITIONS**

- 2.1 In this agreement unless the content shall otherwise imply, "exchange" shall mean a one-for-one exchange of students from each university, "students" shall mean full-time, non-degree students participating in the exchange implemented herein, "home institution" shall mean the university at which a student seeks a degree and intends to graduate and "host institution" shall mean the university which has agreed to receive students from the home institution.
- 2.2 Academic year in the context of UTK means the academic year commencing in late August and ending in early May of the following year and in the context of La Chile means the academic year beginning in March and ending in December.

**3.0 ADMINISTRATION**

Coordinators shall be named by each institution to serve as liaisons for implementing this agreement. All activities conducted under the auspices of this agreement must have the endorsement of the coordinators. At UTK, the coordinator will be Pia C. Wood, Associate Provost of the Center for International Education and at La Chile, the coordinator will be Erich Spencer, Director of International Affairs of School of Economics and Business. In addition, UTK will appoint Anne Hulse, Coordinator of the Center for International Education of to be responsible for the administrative details of the program. At La Chile, Meredith Denton, Head of International Programs of School of Economics and Business will be responsible for the administrative details of the program. Coordinators shall notify their counterparts should a new person be named to the position.

#### **4.0 NUMBERS**

- 4.1 The parties shall agree annually on the number of students that will exchange in each direction each academic year during the term of this agreement. For the purposes of reciprocity, one student enrolling for one academic year of study is equivalent to two students enrolling for one semester. The total maximum enrollment for one student shall be limited to one academic year.
- 4.2 The parties expect a strict balance to be maintained in the number of students exchanged during each academic year. In exceptional cases, and only with the agreement of the parties, an imbalance in the number of exchanged students will be permitted in any one academic year. In this case, the party that has sent fewer students will be eligible to send additional students, equal to the deficit, in subsequent academic years as negotiated by the parties. There shall be an annual review of numbers to ensure that a balance is maintained.

#### **5.0 SELECTION OF PARTICIPANTS**

- 5.1 The home institution shall be responsible for recruitment, screening and recommendation of students to the host institution. Each party will send only those students who meet the admission requirements and enrollment constraints of the host institution.
- 5.2 UTK agrees to submit application materials for academic year and fall semester students by May 1 of the previous academic year and those for spring semester students by December 1 of the current academic year. La Chile agrees to submit application materials for academic year and fall semester students by April 15 of the previous academic year and those for spring semester students by October 15 of the current academic year.
- 5.3 The host institution shall have final authority on admission decisions. The following guidelines apply to all exchange students:
  - a) Students must be in good standing (financial, academic and student conduct) at their home institution.
  - b) Students must be enrolled at the home institution at the time of application and throughout the exchange.
  - c) Students must apply to the host institution as a full-time, non-degree undergraduate student. For UTK, international students must complete the Application form for International Exchange Students, International Exchange Student Financial Statement Form, provide proof of English ability and a transcript/academic history. For La Chile, students must complete the Application form for International Exchange Students, a transcript/academic history and provide proof of International Health Insurance.



- d) UTK students must achieve sophomore standing and earn 15 credit hours at UTK prior to commencement of the exchange and La Chile students must achieve be in their third year of studies and be in good academic standing prior to commencement of the exchange. Students must be proficient in the language of instruction at the host institution in order to participate in the exchange. The language of instruction at UTK is English and at La Chile is English and Spanish. A non-native English-speaking exchange student studying at UTK must demonstrate English proficiency, either as outlined by UTK general admission policy or by presenting a language proficiency statement from a university/college professor stating that the student's English level is sufficient to study at UTK alongside native English speakers.
  - e) Students are subject to standard rules, regulations and enrollment constraints, including course restrictions and prerequisites, of the host institution in the selection of coursework.
  - f) At UTK, the following disciplines are closed to exchange students: law, architecture, interior design, and nursing. Enrollment in lower and upper level courses is highly limited and exchange students may not be able to register for them in the following disciplines: psychology, public relations, and advertising. At La Chile, students may only take classes in the School of Economics and Business. The disciplines that are closed or restricted for exchange students may change during this agreement. Coordinators shall notify their counterparts of any changes.
  - g) Upon completion of the study period at the host institution, students must return to their home institution. Any extension of stay under the terms of this agreement must be approved by both parties.
- 5.4 The host institution shall notify the home institution in writing of acceptance or rejection of applicants.
- 5.5 The home institution shall notify each student of the admission decision.

## **6.0 RESPONSIBILITIES OF PARTIES**

- 6.1 The host institution shall regularly share with the home institution information and material about requirements for exchange students, academic offerings and course details, including structure, credit ratings and levels and grading systems necessary to determine the academic credit to be granted for individual courses completed at the host institution.
- 6.2 The home institution shall provide academic advising to outgoing students to ensure that courses taken at the host institution are acceptable to the home institution.
- 6.3 The home institution shall decide how many credit units students may actually receive on courses taken at the host institution.

- 6.4 The home institution shall provide orientation for outgoing students.
- 6.5 The host institution shall provide on-site orientation, registration assistance and advisory services for incoming students.
- 6.6 UTK shall place students into double occupancy on-campus student residence. La Chile shall provide students with housing options that range from host families to individual apartments.
- 6.7 The host institution shall enroll incoming students as full-time, non-degree students for one or two semesters. At UTK, students are considered full-time when enrolled in 12 credit hours. The students or home institutions may have to pay for additional credit hours, depending upon UTK fee charges at the time of enrollment. At La Chile, students are considered full-time when enrolled in four courses or 40 Chilean credit hours credit hours.
- 6.8 In the event of an emergency, the host institution shall notify the home institution as soon as it becomes aware of such situation.
- 6.9 At the completion of the designated exchange period, the host institution shall send to the home institution an official transcript for each exchange student.
- 6.10 The parties agree that students at the host institution shall have all the rights, privileges and responsibilities enjoyed by other students on that campus.
- 6.11 Each institution shall comply with all applicable laws and regulations.

## **7.0 FINANCES AND SERVICES**

- 7.1 **Students shall register/enroll and pay tuition and any other compulsory fees at the home institution.** They will be exempted from paying such tuition and fees at the host institution. Students shall be responsible for the following:
  - a) Accommodation (including application fee and deposit), meals and all travel expenses
  - b) Transportation to and from the host institution
  - c) Textbooks, clothing and personal expenses
  - d) Medical insurance and medical expenses not covered by insurance
  - e) Passport and visa costs
  - f) Financial certification acceptable to the host institution
  - g) Additional course fees (At UTK, this includes special course fees for select disciplines and engineering fees.) Students may be required to pay per credit for enrollment in any credit hours beyond full-time status (12 hours).
  - h) All other debts and costs incurred during the course of the exchange



- i) If a student voluntarily withdraws after the date for full tuition refund from the host institution or is dismissed for disciplinary reasons at any time after commencement of the exchange, the home institution shall not be allowed to substitute another student or add an additional student in future academic years. Any refund for housing, meal plans or other fees shall be determined by the host institution policies as applied to all other withdrawing students.
- 7.2 The home institution shall notify its participating students of requirements for visas and passports. The host institution shall provide documents needed for obtaining appropriate visas, permits or approvals, but shall not have any responsibility to assure their granting. Students shall be responsible to comply with all immigration laws and regulations of the host country.
- 7.3 Students are required to follow the host institution's health/medical insurance policies during the exchange.

### **8.0 ACADEMIC AND DISCIPLINARY CONDUCT**

- 8.1 Students shall respect the academic requirements of both institutions and be subject to the social and academic codes of conduct and policies and procedures of the host institution.
- 8.2 The host institution reserves the right to require the withdrawal of any student whose academic standing or conduct warrants such action and this also shall be considered as a completed exchange from the party concerned. The host institution shall consult with the home institution before finalizing such action. The parties agree that there will be no replacement for students who do not complete an exchange.

### **9.0 LIABILITY INSURANCE**

Each party shall maintain its own liability insurance or liability coverage in amounts deemed appropriate for its operations or as required by law. UTK has liability coverage under the terms and conditions of the Tennessee Claims Commission Act. La Chile shall provide coverage insurance for negligent acts, errors or omissions and provide protection against bodily injury or property damage claims. It is expressly understood that each party is solely responsible for its own actions and neither claims commission coverage nor insurance shall extend to protect any other party.

### **10.0 RELATIONSHIP OF PARTIES**

In the performance of the services contemplated herein, neither party nor its employees or agents shall be considered employees, agents, partners or joint ventures of the other party; rather, the relationship between the parties shall be that of an independent contractor. The undersigned parties agree that neither party shall have control over the day-to-day operations of the academic programs contemplated herein at the other party.

Each party shall control the manner, means and methods of the performance of its obligations under this agreement.

#### **11.0 NON-ASSIGNMENT**

Neither party shall have the right to assign this agreement any duty or responsibility arising hereunder without the written consent of the other party.

#### **12.0 NON-DISCRIMINATION**

The parties agree not to discriminate against any person based on race, color, national origin, religion, sex, pregnancy, marital status, sexual orientation, gender identity, age, physical or mental disability or covered veteran status in selection or consideration for participation in this exchange agreement.

#### **13.0 GOVERNING LAW**

The laws of the State of Tennessee (U.S.A.) shall govern the interpretation and application of this agreement. The parties shall consult with each other and attempt to resolve disputes or misunderstandings that arise in the administration of this agreement. In the event that informal attempts at resolution are not successful, the parties agree that all claims or actions related to, or arising out of, activities described in the agreement shall be brought only in the courts or administrative forums of the State of Tennessee.

#### **14.0 FORCE MAJEURE**

Neither party shall be liable for failure or delay in the performance of any duties under this contract when such delay or failure is due to causes beyond the party's control that could not have been avoided by the exercise of due care, including, but not limited to, acts of God; natural disasters; riots; war; epidemics; terrorist activities; government restrictions; failure of suppliers, subcontractors, or carriers; or the like. The impacted party shall give the other party notice of the failure or delay as soon as possible.

#### **15.0 NO PAYMENT**

No payment to or from UTK and La Chile for negotiating, agreeing to, signing or performing this agreement has or will be made.

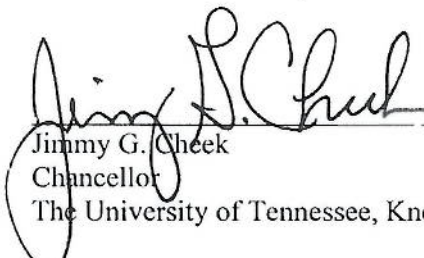
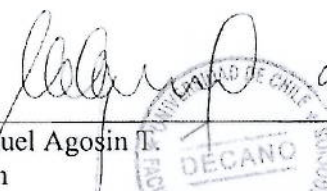

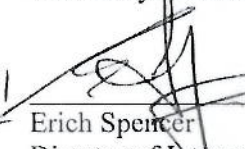
#### **16.0 RENEWAL, TERMINATION AND AMENDMENT**

- 16.1 This agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement.



- 16.2 This agreement shall remain in force for a period of five years from the date of the last signature.
- 16.3 This agreement shall be reviewed in its final year and may be extended by the written consent of the parties.
- 16.4 This agreement may be terminated by either party giving written notice to the other party at least 180 days in advance of the stated termination date.  
Termination of this agreement shall not affect activities in progress pursuant to specific activity agreements, which shall continue until concluded by the parties in accordance with their terms or as otherwise agreed to by the parties in writing.
- 16.5 This agreement may be amended only by the written consent of the parties.

In witness thereof, the parties have offered their signatures hereto:

|                                                                                                                                                                                                         |                              |                                                                                                                                                                                                                 |                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <br>Jimmy G. Cheek<br>Chancellor<br>The University of Tennessee, Knoxville                                            | <u>7/28/11</u><br>Date       | <br>Manuel Agosin T.<br>Dean<br>School of Economics and Business<br>University of Chile, Santiago                             | <u>9/7/11</u><br>Date  |
| <br>Pia C. Wood<br>Associate Provost<br>Center for International Education<br>The University of Tennessee, Knoxville | <u>July 27, 2011</u><br>Date | <br>Erich Spencer<br>Director of International Affairs<br>School of Economics and Business<br>University of Chile, Santiago | <u>9/12/11</u><br>Date |

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